

**Award No. 5370
Docket No. 5234
2-SP(PL)-EW-'68**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Gene T. Ritter when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 114, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

**SOUTHERN PACIFIC COMPANY
(Pacific Lines)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That on July 17, 18, 1965, at Roseville, California, the Carrier violated the controlling agreement, particularly Rule (32) thereof, when they dispatched Electrician J. D. Webb from the Sacramento General Shops at Sacramento, California, to the Roseville Diesel Terminal to perform electrical work.

2. That accordingly the Carrier be ordered to pay Electricians J. I. Padjen, R. F. Miller eight (8) hours each additional compensation at the time and one-half rate for the aforesaid violation.

EMPLOYEES' STATEMENT OF FACTS: Electricians J. I. Padjen, R. F. Miller, hereinafter referred to as claimants, are regularly employed as electricians by the Southern Pacific Company (Pacific Lines), hereinafter referred to as the Carrier, at the Roseville Diesel Terminal including Service Track at Roseville, California.

On July 17, 18, 1965, the Carrier dispatched Electrician J. D. Webb, electricians seniority date of September 14, 1941 at Sacramento General Shops, from Sacramento, California to the Roseville Diesel Terminal (Service Track) at Roseville, California to perform electrical work on Diesel Locomotive No. 9014 and Caboose No. 1361.

The electrical work performed by Electrician J. D. Webb consisted of installing and connecting a control wiring harness from Diesel Locomotive No. 9014 to Caboose No. 1361 and connecting said wiring harness to Humphery Otentiometer, Displacement Transducer, Bridge Balance, Kintel Amplifier and various stress recording devices. Electrician J. D. Webb worked eight (8) hours on both dates, July 17, 18, 1965, performing said work.

As clarification of the last correspondence in handling the instant case, Carrier's letter of April 18, 1966 (Carrier's Exhibit G), was only written after agreement was reached in conference on a tentative basis for settlement of this claim and for the General Chairman's concurrence thereto in writing to avoid any future misunderstanding of the basis of such settlement.

There was, therefore, no proper basis for the General Chairman's letter of May 31, 1966 (Carrier's Exhibit H). However, since it was evident the latter was an endeavor to imply no understanding was reached in conference, the entire matter was again briefly reviewed in Carrier's letter of June 6, 1966 (Carrier's Exhibit J). Exception was also taken in the letter of June 6th (Carrier's Exhibit J), to change in description of claim from the claim initially submitted account Electrician J. D. Webb allegedly performing electricians' work (Carrier's Exhibit A), to an implied claim that other than electricians performed such work (Carrier's Exhibit H). The foregoing conclusions are readily evident from the written record as indicated in the exhibits specified.

As stated above, the offer to settle the matter as referred to in Carrier's Exhibit G was solely to resolve a doubt in facts on the basis of equity to the benefit of the Organization on a tentative basis, and as clearly indicated was not to be construed as an admission by the Carrier that any probative evidence was furnished by the Organization in support of any portion of the claim, and such tentative offer was considered null and void on rejection thereof by the Organization.

CONCLUSION

Carrier submits it has clearly shown the within claim to be entirely lacking in merit or agreement support, and asks that it be denied.

All data herein submitted have been presented to the duly authorized representative of the employees and are made a part of the particular question in dispute.

(Exhibits not reproduced.)

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

Carrier owned and operated several diesel-hydraulic locomotives built by the Krauss Maffei and Maybach firms of Germany. The driving power system of these locomotives differ basically from the diesel-electric systems. Due to mechanical and operational problems experienced with the KM units, two engineers of the German firm were sent to Carrier's property to perform test. Electrician J. D. Webb with seniority at Sacramento General Shops

was assigned to assist the German engineers. The locomotive selected for testing (No. 9014) was prepared at Sacramento and then moved to Roseville, 17 miles from Sacramento, where additional sensing devices were installed. Electrician J. D. Webb was dispatched to Roseville with the testing unit and worked 16 hours on July 17 and 18, 1965. Webb did not hold seniority at Roseville, and Electricians J. I. Padjen and R. F. Miller, electricians with seniority at Roseville Diesel Terminal, make claim for eight (8) hours each additional compensation at the time and one-half rate for the violation.

Carrier contends that the Agreement was not violated for the reason that the work performed by Electrician Webb was of a highly technical and specialized nature, and that Claimants did not possess the necessary skill to perform this work. Carrier also contends that most of the work (installation of testing devices and connections) was performed in the Sacramento Yard, and that very little work, if any, was performed by Webb at Roseville.

The pertinent part of Rule 32 of the Agreement is:

"Rule 32. Seniority of employes of each class in a craft, shall be confined to the point where they are employed. (Each General Shop shall each be considered a separate point.)"

This Board finds that the record is void of any probative evidence that Claimants were not capable of performing this work or that Electrician J. D. Webb possessed specialized electronic skills unknown to these Claimants. In fact, the record is void of evidence that such highly specialized skills were required or utilized at Roseville by Webb.

The record is abundant with Carrier's allegations of such requirements, but without the necessary supporting evidence.

Also, this Board finds that since an electrician was assigned and compensated for sixteen hours to assist the German engineers at Roseville, it was necessary; and that under Rule 32, above quoted, this work belonged to Claimants.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January, 1968.