



Award No. 5514
Docket No. 5319
2-AT&SF-EW-'68

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Paul C. Dugan when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
(Coast Lines)

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the terms of the current working Agreement, the Carrier erred when they failed to assign Electronic Technicians to perform electronic work, install electronic equipment at an electronic installation location at Mile Post 280 plus 5 poles, east of Winslow, Arizona, on or about February 1, 1965. Also, there was installed at Mile Post 286 plus 19 poles, identified as Carman's Shanty No. 4 in Winslow, electronic equipment.

2. That accordingly, the Atchison, Topeka and Santa Fe Railway Company be ordered to compensate Electronic Technicians P. H. Small and E. N. Boyle each sixty-four (64) hours at their regular overtime rate.

EMPLOYEES' STATEMENT OF FACTS: Messrs. P. H. Small and E. N. Boyle, both licensed electronic technicians in the Radio Shop at Winslow, and hereinafter referred to as the Claimants, are hourly rated employes regularly employed by The Atchison, Topeka and Santa Fe Railway Company, hereinafter referred to as the Carrier. As stated, these claimants are regularly employed in the Radio Shop at Winslow, and their seniority rights to Communications electrical work including electronic equipment now in dispute, covers the entire Santa Fe Coast lines of this Carrier's property.

These two electronic installations, the one at Mile Post 280 plus 5 poles, consisted of the installation of power pack transmitter, receiver, constant voltage regulator, Servo-Safe Track Scanner or scope, Model No. 7707, associated wiring and terminal blocks. The other electronic equipment installation installed at Mile Post 286 plus 19 poles, in the location identified as the Carmen's Shanty No. 4, in Winslow, consisted of one (1) Servograph recorder with its needed power supply, associated relays, wiring and terminal connections. All of the above equipment has electronic tubes, transistors and is a

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The issue involved herein is whether or not the work in question comes within the purview of the Shop Crafts Agreement and thus reserves to petitioner, Electronic Technicians, the work here in question.

The facts are that on or about February 1, 1965 Carrier assigned Signalmen to install 4 live wires from the location of Mile Post 280 plus 5 poles east of Winslow, Arizona to the location of Mile Post 286 plus 19 poles at a location in Winslow, Arizona identified as Carmen's Shanty No. 4, a total distance of 5½ miles. The purpose of these wires was to connect a "hot box detector" installation with a recorder of data from the detector in Shanty No. 4, which data, the Dispatcher at Shanty No. 4 relayed to maintenance personnel in the Winslow depot where a train stopped for necessary repairs. A telephone circuit was superimposed on two of the four wires. The "hot box detector" installation included scanners located at trackside, which are sensitive to infra red radiation or heat from the journals of the passing trains and record this information as to the condition of each journal on a recording device, which would record journals showing excessive heat.

The employes' position is that Memorandum of Agreement No. 8, Rule 29(a) and Rule 119 give petitioners herein the exclusive right to install and maintain any and all electronic equipment, such as the work here in question; and the equipment so installed is fully electronic and is not in any way connected with Carrier's signal system.

The pertinent provisions of Memorandum of Agreement No. 8 provide as follows:

"A. ESTABLISHMENT OF ELECTRONIC CLASSIFICATION

1. Electricians who are electronic technicians:

a. Licensed Electronic Technicians. An employe who holds at least a Federal Communications Commission Radio Telephone Operator second class license or the class of license currently required by Federal Communications Commission for the type of work covered by the Agreement and who is assigned to install (except on locomotives and cars) and maintain mobile equipment such as inductive carrier, entertainment radio, passenger entertainment equipment, and their related appendages and all communication radio, radar and other electronic equipment which is now or may later be adopted which requires a federal license.

b. Non-licensed Electronic Technicians: An employe at a specific location assigned to perform all of the work outlined in Paragraph a

above except that for which a Federal Communications Commission license must be held.

B. ASSIGNMENT OF WORK

1. The installation (except as provided in paragraph 2), removal and maintenance of radio, radar, inductive equipment and their related appendages and other electronic equipment of a similar nature, entertainment radio and passenger entertainment equipment, vibrator invertors, including conduit and wiring between primary power supply and above equipment shall be performed by electronic technicians."

Rule 29(a) reads as follows:

"None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft. This rule does not prohibit foremen in the exercise of their duties, or foremen at points where no mechanics are employed, to perform work."

The Carrier's position is that the work involved herein has been exclusively reserved to Carrier's Signalmen by Agreement and past practice; that the rules of the Shop Crafts Agreement do reserve to petitioners the exclusive right to such work.

The Brotherhood of Railroad Signalmen filed a reply to the instant claim setting forth its position that the installation of "hot box detectors" has by past practice since May 1, 1961, been exclusively signal work; that the Carrier and the Brotherhood revised this agreement May 1, 1966 and specifically included in said agreement "hot box" equipment.

A close examination of said Memorandum Agreement No. 8 and in particular Paragraph "A" thereof (which the employes primarily rely on, see Employes' Ex parte submission, pg. 9), shows that it does not specifically cover the particular type of work involved in this dispute, namely, the installation of "hot box" detectors. Memorandum of Agreement No. 8 defines the job classification of Electronic Technicians, licensed and unlicensed, and their assigned work in the installation and maintenance of mobile equipment such as inductive carrier, entertainment radio, passenger entertainment equipment and their related appendages and all communication radio, radar, and other electronic equipment which is now or may later be adopted. Paragraph B, designated assignment of work, states that the installation, removal and maintenance of radio, radar, inductive equipment and their related appendages and other electronic equipment of a monitor nature, entertainment radio and passenger entertainment equipment, vibrator invertors, including conduit and wiring between primary power supply and above equipment shall be performed by electronic technicians.

The Signalmen's Agreement, effective October 1, 1953 and in effect on February 1, 1965 when the hot box detector system was installed at Winslow, includes a Scope Rule, first adopted June 1, 1939, classifying Signalmen as those who construct, install, maintain, and/or repair signals, interlocking plants, wayside automatic highway crossing protective devices, including all their appurtenances and appliances, or perform any other work generally recognized as signal work.

It is clearly seen that the hot box detector system, though a specialized communication system, and not within the contemplation of any of the parties before this Board at the time of the two separate 1953 Agreements involved herein, falls within the category of a signal system, having similarity to a block system and a crossing alarm system. This is particularly true of the "hot box detector" installations, excepting Winslow. While the installation at Winslow did not contain many of the devices, alarms and signals, such as buzzers and revolving lights, which clearly characterize the "hot box detector" system as primarily a signal system, nevertheless the variation in the detector system at Winslow, is not sufficient, in our opinion, to make a special exception in this instance that such installation work belongs to the Employees herein. We do not feel that the provisions of Memorandum of Agreement No. 8 were intended to permit petitioners to take over the signalmen's work in regard to the work here in question.

Further, the record is lacking in evidence which indicates that such work has in the past been customarily assigned to and performed by petitioners herein. The Employees do not make such a contention. The record clearly demonstrates that by past practice Carrier's signal employes have installed said hot box detector installations since May 1, 1961.

Therefore, for the above stated reasons, we are compelled to deny this claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July, 1968.