# Award No. 4584
# Docket No. MW-4537

## NATIONAL RAILROAD ADJUSTMENT BOARD
## THIRD DIVISION

**Edward F. Carter, Referee**

---

## PARTIES TO DISPUTE:

## BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
## KANSAS CITY TERMINAL RAILWAY COMPANY

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood:

(1) That the Carrier violated the agreement between the Kansas City Terminal Railway Company and the Brotherhood of Maintenance of Way Employes by contracting to the Otis Elevator Company the work of maintaining the escalators in the Union Station at Kansas City, Missouri;

(2) That the work of maintaining the escalators in the Union Station at Kansas City, Missouri, be performed by employes in the Union Station Maintenance Department as covered by the scope of agreement in effect dated May 24, 1941.

**EMPLOYES' STATEMENT OF FACTS:** The Carrier contracted with the Otis Elevator Company for the installation of escalators in its Union Passenger Station at Kansas City, Missouri.

These escalators were put into service in early 1947. The contract with the Otis Elevator Company provided for one full year's maintenance of these escalators subsequent to their installation. The year's guaranteed maintenance terminated early in 1948.

Simultaneously with the termination of this guarantee, the Carrier entered into a new contract with the Otis Elevator Company for the maintenance of repairs to these escalators. Since then all maintenance work on these referred to escalators has been performed by parties having no seniority under the scope of our agreement.

At the Union Station the Kansas City Terminal Company maintains a working force of approximately twenty (20) maintainers and helpers to maintain the facilities in accordance with the scope of the agreement effective May 24, 1941.

The agreement dated May 24, 1941, and its subsequent amendments and interpertations are here by reference made a part of this Statement of Facts.

**POSITION OF EMPLOYES:** Rule 1, Scope, and Rule 2, Classification of Work, of the effective agreement states as follows:

**SCOPE**

Rule 1.

"These Rules shall govern the hours of service and working conditions of the Union Station Maintenance Department in the following classes:

1. Maintainers.
2. Truck Repairmen.
3. Maintainer Helpers.

**OPINION OF BOARD:** The Carrier contracted with the Otis Elevator Company for the installation of escalators in the Union Passenger Station at Kansas City, Missouri. The contract provided also for the maintenance of the escalators for three months after their installation. At the termination of the three months' maintenance provision in 1948, the Carrier entered into a new contract with the Otis Elevator Company for the maintenance of these escalators. The Organization contends that the maintenance work thus contracted belongs to the employe in the Union Station Maintenance Department.

The Scope Rule of the controlling Agreement provides:

"Rule 1. These Rules shall govern the hours of service and working conditions of the Union Station Maintenance Department in the following classes:

1. Maintainers.
2. Truck Repairmen.
3. Maintainer Helpers.

Rule 2—Classification of Work. Employes covered by Rule 1 will perform work in buildings, within areas and at locations as designated, maintaining facilities and equipment as hereinafter defined.

(a) In the Union Station and Annex Building to tunnel connection with power house west of Broadway; within the train shed and loading dock areas as used for passenger, baggage and mail handling; within Union Station Plaza area, including Grand Avenue and Broadway inclines; freight house at 20th and Oak Streets; old passenger station building at 20th and McGee Streets; Kansas City, Kansas, High Line Passenger Stations at Seventh Street and at Central Avenue.

(b) The maintenance work to be performed in buildings and within areas as covered by (a) above, consists of:

Light repairs of interior wood work, fixtures and furniture, heating, ventilation, refrigeration and air conditioning systems; sheet metal work, plumbing and water service work to connections of water service mains and main sewers; elevators; compressors; conveyors; tractors and trucks as required to handle passenger, baggage and mail business; wiring and conduit work for lighting, motors and controls, signs and all electrical appliances 600 volts or less as required to operate the facilities and equipment covered by this rule and the operation only of facilities over 600 volts.

(c) The scope of maintenance work to be performed under this rule does not include the following:

Roofing of buildings, train sheds and dock canopies; outside painting of buildings, train sheds and dock structures; paving and drainage of roadways, parking areas and sidewalks; paving and flooring of train shed platforms and docks, including the sub-basement and track level floors of Union Station, water, gas and sewer mains and fire hydrant protection outside of buildings; air conditioning and battery charging facilities for passenger equipment in train sheds and docks; maintenance and renewal of high voltage electric power transmission lines, transformers and switching stations."

We have quoted all the rules defining the scope of this Agreement because of its limited character. It will be noted that Rule 1 provides that the rules defining the scope govern the "hours of service and working conditions" of the three classes of employes specifically listed. Rule 2(a) limits the work of these three classes of employes to buildings and areas specifically designated. Such buildings and designated areas are specifically described. The escalators with which we are here concerned are clearly within the buildings and designated areas prescribed in this rule. Rule 2(b) limits the maintenance work to be performed under the Agreement to that which is specifically defined. It will be noted that the facilities and equipment to be maintained are meticulously described to the extent that plumbing and water service work only to the connec-

tions of water service mains and main sewers is prescribed. Likewise, wiring and conduit work is limited to electrical equipment and appliance of 600 volts or less and their connection with electrical equipment in excess of 600 volts is limited to operation. We point out these provisions to show that it was clearly the intent of the parties in making the Agreement to specifically describe the work that was to be covered by it.

Rule 2(b) does not specify escalators as equipment to be maintained by the employes under the Agreement. The Organization contends that they are included within the meaning of "elevators" or "conveyors" contained therein. We think not. At the time the Agreement was made, the Carrier had no escalators in operation in the buildings and designated areas to which the Agreement was limited. Elevators and conveyors were in existence at the time. It was understood what was meant when the term "elevator" or "conveyor" was used. While an escalator might perform some of the functions of an elevator or a conveyor, an escalator is not an elevator or a conveyor in common parlance. Nor does the record indicate that any such meaning was intended.

As further evidence of the intent of the parties to strictly limit the work assigned by the Agreement, Rule 2(c) expressly excluded a large amount of work usually considered as maintenance work from the operation of the Agreement. While escalators were not excluded by this rule, it shows clearly that it was the intention of the parties to assign maintenance work on existing equipment and facilities located at specified points and to eliminate any attempt to incorporate other maintenance work by interpretation by specifically excluding existing work that was not to be included. There was no overall assignment of maintenance work and the work listed cannot be treated as descriptive of an overall assignment of the work of a group or class.

The work assigned by the Agreement before us is by specific inclusion and exclusion. The maintenance of escalators at the time the Agreement was made was evidently not within the contemplation of the parties. It was neither included nor excluded. Consequently, the Organization has not established that the maintenance of escalators was work assigned under the Agreement presently before us. Under such circumstances, there was no violation of the Agreement.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute the notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 17th day of October, 1949.