



Award No. 5928

Docket No. 5707

2-CB&Q-EW-'70

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee John H. Dorsey when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 95,
RAILWAY EMPLOYES' DEPARTMENT, A.F.L.-C.I.O.
(ELECTRICAL WORKERS)**

**CHICAGO, BURLINGTON AND QUINCY
RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES:

1. That in violation of the current Agreement, the Carrier improperly assigned Carman Art Floth to build a fiber insulation block to replace a defective one inside the main generator on Diesel Unit 900 on July 26, 1967.
2. That accordingly, the Carrier be ordered to compensate Electrician R. Ringland for one call at overtime rate of 2 2/3 hours for the aforementioned Electricians' work.

EMPLOYEES STATEMENT OF FACTS: Electrician R. Ringland, hereinafter referred to as the claimant, is regularly employed as an electrician by the Chicago, Burlington and Quincy Railroad Company, hereinafter referred to as the carrier. The claimant has been assigned to an electrician's position by bulletin at carrier's diesel shop located at Lincoln, Nebraska and works a regular eight hour day and forty hour week with two rest days per week.

July 26, 1967, was one of the claimant's assigned rest days and one Electrical Foreman George Allen this date assigned the electrical work of building a fiber insulation block to Carman Art Floth. This work was necessary because a fiber insulation block was needed to replace a defective one inside of the main generator on diesel unit 900. After Carman Art Floth had made the generator part, it was applied to the main generator by shop electricians.

The carrier has asserted that the instant work has not been exclusively assigned to either the electrician craft or the carmen craft at the Lincoln diesel shop in the past.

This claim was handled with all officers of the carrier designated to handle such disputes including the highest designated officer of the carrier, all of whom declined to make satisfactory adjustment.

The agreement effective October 1, 1953 as subsequently amended is controlling.

**Second Division Award 3824, Electrical Workers v. IC, Referee
Mortimer Stone**

"The work required was that of loosening and removing four bolts, lifting the defective generator and replacing it with the new generator, and perhaps, also as asserted by the Employees in rebuttal, the removal and replacement of a stud by which the wires leading to the outlet box were fastened to the motor.

It is not contended that the work required any electrical skill, knowledge or training or involved any servicing, testing or repair of the generator. Such work is not set out in their scope rule as belonging to electricians and is not exclusively their work."

Similar awards were also made in Second Division award 1996 (Donaldson) and Second Division award 2223 (Carter).

In summarizing, the carrier avers that—

1. The claim was not timely progressed to this tribunal.
2. There is no rule nor agreement between the parties giving electricians the exclusive right to manufacture wooden or fibre blocks to support electric cables or leads.
3. Past practice at Lincoln, Nebraska where this claim arose, as well as at other points on this railroad system, proves that employees of the car craft have traditionally performed the work in question.
4. The electrician on duty installed the block after completion and there was no reason to call out the claimant on his rest day. Consequently he was not adversely affected in any way.
5. Adjustment Board awards cited in this submission support the carrier's position.

In view of all the proceeding this claim must be denied.

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 waived right of appearance at hearing thereon.

The incident involved in this case occurred at Lincoln Diesel Shop, Lincoln, Nebraska, on July 26, 1967. Claimant was an electrician employed at that point who on said date was on his rest day. The claim, on his behalf is for one call at overtime rate of 2-2/3 hours because Electrical Foreman instructed Cab Carpenter Floth to make a fibre insulation block to replace a worn block used to protect the leads to the main generator of Diesel No. 900.

The blocks or clamps, are made in two pieces out of either wood or fibre. Holes are then drilled through the two pieces with holes in the center large enough to accommodate the generator leads. Bolts are placed through the smaller holes to secure the clamp or block around the leads to protect the cable

from rubbing or chaffing against the side of the generator or body of the unit. Each half of the block is approximately 7" x 2" x 1". In this case there were three 1/2 inch holes drilled for the bolts and two 3/4 inch holes to accommodate the high voltage lead.

After Cab Carpenter Floth finished cutting the two halves of this block of fibre board, with a sabre saw, he gave them to electrician O'Brien who was on duty at the time. O'Brien drilled the three small 1/2 inch holes for the bolts and then took the two pieces to the drill press where machinist Chrastil drilled the two 3/4 inch holes for the high voltage leads. Electrician O'Brien then cleaned and dressed the holes to avoid damage to the insulation on the leads and applied the block to the generator leads.

It is the position of Organization that the making of the insulation block to replace the worn block was work contractually reserved to Electricians and any practice to the contrary on Carrier's property is immaterial.

The burden of proof that the work was of a kind, by contract, exclusively, reserved to Electricians is vested in that organization.

In support of its position Organization cites Electrical Workers Special Rule 7, Classification of Work Rule 70; and paragraph 8 of a Memorandum of Agreement, dated May 16, 1944, between Carrier and System Federation No. 95. Not one of these specify that the mere making of a fibre insulation block to replace a worn block is work reserved to the Electrician's Craft. No electrical knowledge and no electrical training are required for the performance of such work. See our Award No. 1980. Certainly it is not "work generally recognized as electricians' work" which is a scope phrase general in nature and under which Electricians, to prevail, would have to prove that the work had been historically, exclusively performed on Carrier's property, system wide, in the past. Electricians, in the record before us, did not satisfy the burden. We, therefore, will deny the Claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 7th day of May, 1970.