

The Second Division consisted of the regular members and in addition Referee Hyman Cohen when award was rendered.

(International Brotherhood of Electrical Workers
Parties to Dispute: (
(Northeast Illinois Regional Commuter Railroad Corporation

Dispute: Claim of Employees:

1. That the Northeast Illinois Railroad Corporation violated the current agreement effective October 16, 1948, in particular Rules 101 and 28 on March 2 and 3, 1983, when it improperly assigned Foreman R. Norris and Carman J. Biskup to tie up the electrical cables at the Blue Island Coach Yard.

2. That the Northeast Illinois Railroad Corporation be ordered to compensate Electricians R. Soukup and P. Wild for sixteen (16) hours each at time and one half.

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 employes 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 Claimants, who are Electricians, are employed by the Carrier at its Blue Island Coach Yard, in Chicago, Illinois.

On or before March 2, 1983, Foreman R. Norris was instructed to correct an existing safety hazard consisting of unsecured electrical cables attached to the standby service bridge. On March 2 and 3, 1983, Foreman Norris accompanied by Carman J. Biskup secured the extra 480 VAC cables to their power reels with heavy steel wire. In performing this work, the Carrier acknowledged that it eliminated the potential shock hazard to children or anyone else not knowledgeable with the dangers involved, who might come in contact with the unsecured head of the cables.

The Organization contends that the work performed by Foreman Norris and Carman Biskup is within the scope of Electricians' work. After carefully examining the record, the Board concurs with the position of the Organization.

Rule 101 states, in relevant part:

"Electrician's work shall consist of maintaining, repairing, rebuilding, inspecting and installing ... inside and outside wiring at shops, building yards, and on structures ... electric cables ... Company owned power line work in shops and yards, ... and all other work generally recognized as Electrician's work."

The Board concludes that the work performed by Foreman Norris and Carman Biskup constituted Electricians' work within the scope and meaning of Rule 101. In a letter dated August 3, 1983 which Richard C. Runyon, Chief Mechanical Officer, sent to D. Halkyn, General Chairman, he described the work that was performed. He stated:

"On March 2 and 3, 1983, Foreman R. Norris and Carman J. Biskup tied up some cables attached to the standby service bridge at Blue Island Coach Yard. These cables are connected to reels which raise or lower two sets of cables each. However, when used to apply wayside power through the front end of a locomotive, only one cable is compatible (sic) to the receptacles on the locomotive. The past practice has been to plug the female cable into the nose of the locomotive and leave the male cable on the ground. This created a safety hazard since this cable is fed with 480 VAC and could be picked up by children in the area."

The Board concludes that tying up, and connecting the cable to reels to eliminate a safety hazard constitutes "maintaining, repairing *** electric cables" within the meaning of Rule 101. The Carrier contends that no circuitry or electrical modifications were required to tie up the cables. However, it should be pointed out that circuitry or electrical modifications are not referred to in Rule 101.

Reinforcing the conclusion that the work performed by Foreman Norris and Carman Biskup violated the Controlling Agreement are the terms of Rule 28, which in relevant part, provides:

"None but Mechanics or Apprentices regularly employed as such shall do Mechanic's work as per the special rules of each craft except Foremen at points where no Mechanics are employes."

Thus, under Rule 28, only the Mechanics of each craft are entitled to perform the work of their respective craft.

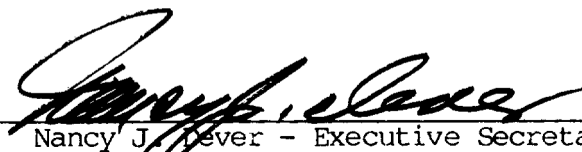
Since the record supports the conclusion that a total of six (6) hours was spent by Foreman Norris and Carman Biskup on March 2 and 3, 1983, the Carrier is obligated to award to each of the Claimants three (3) hours of pay at time and one-half.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Leever - Executive Secretary

Dated at Chicago, Illinois, this 7th day of January 1987.