

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

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

Dispute: Claim of Dispute:

1. That the Northeast Illinois Railroad Corporation violated the current agreement, particularly Rule 71 and 53, on the following dates: July 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 30, 31, August 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 30, 31, September 3, 4, 5, 6, 7, 10, when it improperly assigned Carmen Brophy and Shepherd to perform the following work. To inspect, maintain, repair, the electrical wiring, lighting fixtures, electrical distribution panels, air conditioners, disconnect and connect standby power, plug and unplug 480 volt power cables on the following trains, 2127, 2129, 2229, 2131, 2233, 2133, 2237, 2135, 2244, 2143, 2247, 2145, 2249, 2250 and 2251 in the Union Station, Chicago, Illinois.

2. That the Northeast Illinois Railroad Corporation be ordered to compensate the Claimant, Raymond Rosa, for eight (8) hours pay at the straight time rate, for forty five (45) days, and since this is a continuous claim, until the situation is corrected.

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 employees 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.

As third party in interest, the Brotherhood Railway Carmen of the United States and Canada was advised of the pendency of this case, chose to file a Submission with the Division.

Claimant is an Electrician employed by the Carrier at the Western Avenue Shops in Chicago, Illinois. The instant dispute is based on the Organization's contention that Carrier violated Rules 53 and 71 of the controlling

Agreement by assigning Carmen at Chicago Union Station the tasks of inspecting, maintaining and repairing the electrical wiring, lighting fixtures, electrical distribution panels and air conditioners, as well as the task of disconnecting and connecting standby power and plugging and unplugging 480 volt power cables from various trains at that location.

Rules 53 and 71 are set forth as follows:

"RULE 53

"None but mechanics or apprentices regularly employed as such shall do mechanics work as per special rules, except foremen at points where no mechanics are employed.

This rule does not prohibit foremen in the exercise of their duties to perform work.

At outlying points (to be mutually agreed upon) where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as capable, perform the work for any craft that may be necessary."

"RULE 71

"Electricians' work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all generators, switchboards, meters, motors and controls, rehostats and controls, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries (work to be divided between electricians and helpers as may be agreed upon locally), axle lighting equipment, all inside telegraph and telephone equipment, electrical clocks and electric lighting fixtures, winding armature, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops, buildings, yards, and on structures and all conduit work in connection therewith (except outside wiring provided for in Rule 72), steam and electric locomotives, passenger train and motor cars, electric tractors and trucks; include cable splicers, high tension power house and substation operators, high-tension linemen, and all other work properly recognized as electrician's work."

The Organization argues that the work allegedly performed by the Carmen falls within the scope of Rule 71's clear and unambiguous language and that the assignment of the same to the Carmen constituted a violation of that

Rule and reduced the work opportunity available to the Organization. The Organization further maintains that the Carrier has not established the existence of a past practice to permit Carmen to perform the disputed work, and even assuming that such a practice did exist, the practice cannot supersede the clear and unambiguous provisions of the Agreement. Finally, it is the Organization's position that the "joint check" of the premises demonstrated that there is a sufficient amount of electrical work on the train consists to warrant a full-time electrician at the Chicago Union Station.

Carrier asserts that no Rule violation occurred in this case. It insists that while Carmen disconnected and connected the electrical trainline cables and applied standby layover 480 volt power on trains in conjunction with their other assigned Carmen duties, this work has always been performed by Carmen; in fact, Carrier submits this practice extends as far back as the year 1961 when the suburban bi-level cars were placed into service and operated by the Milwaukee Railroad. With respect to the Organization's other allegations, Carrier emphatically denies that Carmen were assigned to perform the work of inspecting, maintaining, or repairing of electrical components. Finally, Carrier argues that Claimant Rosa was employed on full-time basis during the entire period of this Claim, and therefore he is not entitled to monetary relief in the event this Claim is sustained.

In view of the fact that the grievance involves potentially conflicting jurisdictional Claims between the IBEW and the BRC of US, information as to the Claim was submitted to the Carmen's Organization for review and comment. A statement of the Carmen's position was submitted in a letter to the Second Division by D. Dilley, General Chairman. It states in pertinent part:

"...First of all we wish to state that the Carmen's Organization does not lay claim to any work of an electrical nature such as repairing, modifying, building or dismantling of machinery or electrical devices which properly belong to the Electrical Workers.

We do, however, take exception to the claim of the Electrical Workers that the removal of the 480 volt cables from locomotives is work which is done by them exclusively. This cable is used as a replacement to the old steam and signal hoses that were connected and disconnected by the Carmen craft and also the replacement cables that are now used at other points on our system that are disconnected and then connected to the house power, or depot power lines, by the carmen on duty.

The subject matter of this dispute has been discussed with the Local Chairman representing the Brotherhood Railway Carmen of the United States and Canada and it remains our position that this work is not work that has exclusively been performed by the Electrical Workers and as stated previously, such work is performed by employes

of the Carman's craft at other locations on the Milwaukee Road System..."

The Board has carefully reviewed the record and the precedent awards cited by the parties. We conclude, at the outset, that no evidence whatsoever has been adduced by the Organization to demonstrate that Carmen have inspected, maintained or repaired the electrical wiring, lighting, fixtures, electrical distribution panels or air conditioning. The only substantive evidence of record consists of the results of the joint timing of the operations at Chicago Union Station conducted on October 11, 1984. Although the findings of the parties differ in terms of the amount of time spent by Carmen in performing various tasks, it is quite clear that with the exception of the nominal time spent on the removal and application of power cables, none of the remaining tasks performed by Carmen were among those reserved to Electricians or enumerated in Rule 71.

It is also noted that, according to the Carrier's un rebutted submission and correspondence during the handling of this case on the property, all suburban bi-level passenger equipment is sent to the Western Avenue Coach Yard for electrical maintenance, inspection and repairs on at least an every other day cycle.

Given the state of the record, we find no justification for concluding that there was sufficient work for an Electrician pursuant to Rule 53 or that Carmen performed job tasks which was exclusive to the Electrician's classification. Unsupported allegations are not evidence, and while we recognize the Organization's interest in protecting the work reserved to its highly skilled craft, we find no evidence here that work requiring Electrician's expertise was either performed or infringed upon by Carmen.

We also reject the Organization's contention that Carrier violated the controlling Agreement when it assigned Carmen the task of disconnecting and connecting standby power cables from various trains. This issue has been the subject of several previous cases involving these same two parties. It was initially decided nearly thirty years ago when Second Division Award 1996 was issued. That Award states in pertinent part:

"This record and agreement do not justify our holding that the simple acts of plugging in or detaching electrical lines or cables, the shifting of a Mars signal light from one train to another, and similar acts complained of, which duties have long been performed by carmen as incidental to their car inspection assignments, is exclusively the work of electricians. As was the case in Award 1980, the incidental duties required by carmen in the instant case required no repair, no inspection, no testing, no tools, no electrical knowledge and no electrical training. The simple act of handling electrical equipment does not constitute maintenance, repair or inspection within the contemplation of Rule 71."

More recently, this Board addressed the same issue in Second Division Award 10344 and concluded:

"Apart from the critical concern that the contested duties accounted for an extremely small portion of Claimant's overall job duties, Organization has completely failed to address the issue of the decision in Second Division Award 1996 (which, interestingly is a case which involves the same parties and, for all intents and purposes, the same issue as that involved in the instant case). In that decision it was concluded that, (T)he simple act of handling electrical equipment does not constitute maintenance, repair or inspection within the contemplation of Rule 71. The present Board is compelled to follow Award 1996 and concludes that the applying and removing of the 480 volt stand-by cables is not work which is exclusive to the Electricians' classification. (Emphasis Ours)

Also see, Second Division Awards 10719, 11048.

We conclude, as did the Board in the foregoing Awards, that the disputed work performed by the Carmen did not constitute Electrician's work within the scope and meaning of Rule 71, and accordingly, we rule to deny the Claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 25th day of November 1987.

