

The Second Division consisted of the regular members and in addition Referee Raymond E. McAlpin when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
(
(Chicago & Western Indiana Railroad Company

STATEMENT OF CLAIM:

1. That the Chicago and Western Indiana Railroad Company violated the current agreement, particularly Rule 102 when it improperly assigned Mr. E. Klein (Pilot) and Mr. P. Fellingner (Hammersmith and Welder) to remove the generator and disconnect related wiring on the Burro Crane (XI7). The Carrier again violated the agreement on January 19, 1984 when it assigned same employees to apply the generator on the Burro Crane and connect all related wiring.

2. That the Chicago and Western Indiana Railroad Company be ordered to compensate the Claimant, W. Dunne, for ten hours' (10) pay in accordance with Rule 7.

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 Carrier assigned a Hammersmith & Pilot to remove, clean and reinstall a generator on a Burro crane on January 18, 1984.

The Organization argued this assignment of work to persons other than those employed in the Electricians' craft is a violation of Rule 102 which states in pertinent part, "Electricians work shall consist of repairing, rebuilding, installing, inspecting, dismantling, and maintaining the electrical wiring of generators...and all of the work properly recognized as electricians' work." Rule 23 states in pertinent part, "None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft." The Organization stated the rule is clear. The word "shall" is used. The Claimant is regularly assigned to do this work, and

while the Carrier stated a practice exists, there is no substantiation in the record to prove it and the Carrier is responsible to prove its contentions. The Organization noted that the wires must be disconnected when the generator is removed.

The Carrier contended that the generator had been worked on by an Electrician without success. Subsequently, an employee other than an Electrician removed the generator and cleaned the grease therefrom and reinstalled the generator on the crane. Small railroads need flexibility and this work is not contained under Rule 102. No electrical work was performed. In any event, the Claim is excessive in that this only involved a small amount of work performed on one day and not two days.

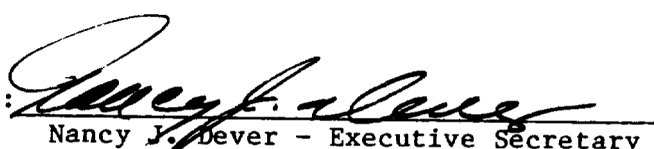
The record clearly indicates that work of the nature that is covered under Rule 102 involving the electrical wiring of generators was performed by persons other than the electrical craft. In order for the generator to be removed, the wires connecting it to the crane had to be disconnected and reconnected, and the rule clearly assigned this work to Electricians. The Boilermakers/Blacksmiths chose not to file a submission in this matter and there was no evidence that work of this nature has been jointly assigned. The Board notes that while the Carrier indicated a practice exists, there is no substantiation contained within the record. Therefore, the Board will sustain the Claim. However, the Board finds that the Claim by the Organization is excessive under the circumstances and will award the Claimant two hours at straight time pay.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 3rd day of August 1988.

CARRIER MEMBER'S DISSENT
TO
AWARD 11517, DOCKET 10930-T
(Referee McAlpin)

For the reasons set forth in Second Division Award 3824, which denied
an essentially identical claim, we dissent.

Michael C. Lesnik
M. C. Lesnik

MW Fingerhut
M. W. Fingerhut

Robert L Hicks
R. L. Hicks

P V Varga
P. V. Varga

James E. Yost
J. E. Yost