

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11696
Docket No. 11501
89-2-87-2-171

The Second Division consisted of the regular members and in addition Referee Thomas F. Carey when the award was rendered.

(International Brotherhood of Electrical Workers
PARTIES TO DISPUTE: (
(St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

1. That the St. Louis Southwestern Railway Company violated Rule 67 of the October 1, 1977 controlling agreement on March 27, 1986 when they assigned Electrician Helper M. W. Hunt to assist other than electrical workers and apprentices as provided for in said Rule.

2. That, accordingly, the St. Louis Southwestern Railway Company be ordered to properly assign the duties of Electrician Helper M. W. Hunt in accordance with Rule 67 of the controlling agreement, i.e., assisting electrical workers and apprentices and perform only work generally recognized as electrician helpers' work.

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 employee 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.

On March 27, 1986, the Claimant was assigned by the Carrier to assist a Scale Inspector on the weight scales at the Hump on the Carrier's property in Pine Bluff, Arkansas. As a result of this work, the Organization filed a claim on April 22, 1986, alleging that the Claimant was assigned work that was not under the classification of an Electrician Helper's duties. The claim was denied by the Carrier, who advised the Organization:

"M. W. Hunt helped Scale Inspector C. E. Helmle move a parts cabinet that Mr. Helmle had in his storage closet which was too heavy to move by himself. Your claim is respectfully denied as no electrical work was performed by either employee."

On appeal, the Carrier stated:

"It is the position of the Carrier that the only duties performed outside of the scope rule by Mr. Hunt were those that are incidental to his position of Electrician Helper."

The Organization maintains that the Carrier is contractually obligated to assign the workers in accordance to the rules of the controlling agreement. It references Rule 67, which reads in pertinent part:

"ELECTRICAL WORKER HELPERS

Employees regularly assigned as helpers to assist electrical workers and apprentices, and perform electrical helpers' work generally recognized as such on this Carrier."

It claims that the Carrier arbitrarily gave Claimant an assignment outside this Rule of the Agreement, thereby violating it.

The Carrier responds that there are no agreement provisions that require it to assign an Electrician Helper to work with a specific Electrician on a daily basis. Further, it points out that "moving of a parts cabinet" is not inclusive in the classification of work rules for any shop craft and, therefore, is not work reserved exclusively for any one craft. It considers such work incidental to the position under question--that of Electrician Helper--and, therefore, maintains that the assignment of such incidental duty was not contrary to any provisions of the agreement and did not change the nature or type of position to which Claimant was assigned.

The Carrier also calls the Board's attention to what it claims is the Organization's attempt to amend its original claim in its letter dated February 19, 1987, which stated in pertinent part:

"Once again, we are requesting that Mr. Hunt's job be abolished and that this job be rebulle-tined as Electricians position and successful bidder by the Electricians will be awarded this position in line with the current agreement."

The Carrier points out that the original claim presented on the property on April 22, 1986, did not request that the Carrier abolish Claimant's position of Electrician Helper, rebulletin it as an Electrician, and thus award it to an Electrician. It only requested that the Carrier correct the inequities involving Claimant performing other than Electrician Helper's duties.

First, the Board wishes to note that any arguments raised in this case must have been presented in the handling of the claim on the property. It is impermissible to submit new arguments or evidence at this time. This Rule is stated in Circular 1, which reads in pertinent part:

"No petition shall be considered by any division of the Board unless the subject matter has been handled in accordance with the provisions of the Railway Labor Act, approved June 21, 1934."

The claim in the instant case, therefore, must be restricted to only those issues that were originally raised on the property.

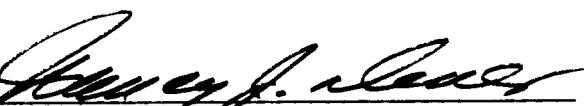
As to the substantive issues, based on the evidence presented before this Board, we find nothing in the record to indicate that the Carrier required the Claimant to perform any work that it did not have the right to assign to him. Accordingly, the claim is denied.

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 22nd day of March 1989.