

Award No. 2013
Docket No. 1877
2-C&O-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee David R. Douglass when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 41, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

THE CHESAPEAKE & OHIO RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement the Carrier is improperly assigning other than Electricians to connect and disconnect traction motor leads to tow wagon at Clifton Forge, Virginia.

2. That accordingly the Carrier be ordered to:

a) Discontinue the use of other than Electricians to connect and disconnect traction motor leads to tow wagon at Clifton Forge, Virginia;

b) Compensate Electrician James H. Hogg for a Call for February 6, 1954.

EMPLOYEES' STATEMENT OF FACTS: At the diesel shop in Clifton Forge, Virginia, the carrier has built and put into operation a power truck, early in 1954, which is referred to as a tow wagon.

This particular piece of equipment referred to as a tow wagon is nothing more or less than a small portable power plant which makes the current to drive the traction motor; the traction motor in turn furnished the power to move both the truck which the traction motor is mounted on, as well as the power to move the so-called tow wagon.

In order to make this piece of equipment furnish the power to move the traction motors, it is necessary to connect two field leads and two armature leads from the traction motor to the tow wagon. All four leads look alike, so if the leads are not properly connected, it is possible to do damage to the traction motor. The tow wagon in this operation serves the same purpose in moving the trucks around the shop as does the main generator on the engine on the line of road. Not only is it possible to do considerable damage to the equipment from the standpoint of improper hookup, it is also possible to do considerable damage to the connectors, from the standpoint of destroying the contacting surface of the connectors, causing a bad connection in the contactor itself when the traction motor is put back in service on the engine. These

Nothing in Rule 140 either expressly or impliedly classifies as electricians' work a temporary plugging in of wires such as is done in this case.

That part of Rule 140 upon which the employes rely defines as electricians' work "maintaining, repairing, rebuilding, inspecting and installing the electric wiring of— Item 4 motors and controls."

In plugging in the motor cables, there is no maintaining, no repairing, no rebuilding, no inspecting and no installing of the traction motor lead wires, or of the traction motor, or any part of the welding generator and appurtenant wiring and controls which are installed on the power wagon. All that is done is the mere manual insertion in the four receptacles of the ends of the four traction motor lead wires, and the tightening of the thumb set screws, as shown at "A", in carrier's Exhibit A. There is no cutting, fitting, installing or splicing of electrical wiring. It will be seen from the top section of the sketch that the four lead wires are held in position by a clamp or separator, so that the leads are permanently held in the position in which they are inserted in the power car receptacles, and are held temporarily in position in the receptacles by the expedient of a thumb screw, so that absolutely no electrical knowledge or skill is involved.

Not more than 5 minutes is required in plugging in and unplugging the four motor leads. It is upon this that the claim for a 4-hour call is based.

The plugging in of each of the motor leads into the receptacles on the power wagon is to all practical purposes no different from inserting in a receptacle an extension cord plug such as is universally used for extension lights, hand tools, heating devices, office machines, and utility devices commonly in use in shop, office and home too numerous to mention.

In the absence of any support in electricians' classification of work Rule 140, and in view of the universal plugging in of electrical devices not only by mechanics of every trade but by workers in almost every type of business, housewives and even children, the claim should in its entirety be denied.

Without prejudice to our position that the whole claim should be denied for want of support in Rule 140 on which it is primarily based, carrier submits that the claim for a call for hours during which the claimant was on duty and under pay is completely without foundation in the call rule (Rule 7 (c) above), or any other rule of the agreement. Rule 7 (c) provides pay for employes who are off duty when "called or required to report for work and reporting." Claimant was on duty on his regular tour between 10:00 A. M. and 12:00 Noon on February 6, 1954 and has been fully paid for all service rendered. Even had it been conceded that the work here claimed was in fact electricians' work, claimant or some other electrician on duty would have been used to do the work, and no electrician would in any event have been called.

The second part of the claim is therefore unsupported either by the rules or the facts, and should be declined.

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.

The parties to said dispute were given due notice of hearing thereon.

The work of connecting or disconnecting the traction motor leads to the tow wagon is not work to which the electricians are exclusively entitled by virtue of the existing agreement.

The work, as described in the docket, required no skill. The purpose served by the work was to connect the traction motor to a source of electricity so that the traction motor could be moved. Such was incidental to the movement of the unit.

AWARD

Claim of employees denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 16th day of November, 1955.