

**Award No. 2031
Docket No. 1885
2-AT&SF-EW-'55**

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

**ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY, THE**

DISPUTE: CLAIM OF EMPLOYES: (1) That under the current applicable Agreement the Carrier at Clovis is improperly assigning Electrical Workers work in the disconnecting and connecting music cables Trains 1 and 2, San Francisco Chief.

(2) That accordingly, the Carrier be ordered to properly assign Electrical Workers work to Electricians and to desist in that improper assignment.

EMPLOYES' STATEMENT OF FACTS: Mechanical department electricians and communications department electronic technicians, who are electricians employed at Clovis, hereinafter referred to as the claimants, are monthly and hourly rated employees regularly employed by the carrier and assigned to maintain radio and other electrical equipment at Clovis.

On Sunday, August 15, 1954, the carrier failed to assign the claimants to perform electrical workers work on Trains No. 1 and 2, the San Francisco Chief.

This dispute has been handled with the carrier, up to and including the highest officer so designated by the company, with the result that he has declined to adjust it.

The agreement effective August 1, 1945, as it has been subsequently amended, is controlling.

POSITION OF EMPLOYES: It is submitted in the foregoing statement of facts and the aforementioned agreements, particularly Memorandum of Agreement 8, Item 1, "B", "Assignment of Work", subsections 1, 2 and 5.

"B. Assignment of Work"

1. The installation (except as provided in paragraph 2), removal and maintenance of radio, radar, inductive equipment and

that of Signalmen. The Scope Rule in that case provided that 'Signal work shall include the * * * maintenance and repair of signals.' Both cases involve the replacement of burned out electric light bulbs and whether they be considered appurtenances to 'signals' or 'interlocking plants.' The following words of the Board in the above cited Award are equally applicable:

'It is evident that signalmen must be employes of varied skills and that the rule contemplates that all the work requiring the exercise of such skills, training and experience shall be performed by signalmen.

'The replacement of burned out electric light bulb in a train order signal requires no special skill. It is just as commonplace as the replacing of a defective electric light bulb in one's home. It is not recognized as the attribute of any particular trade or profession. It is a routine function which anyone could well perform. To hold that a carrier must call a skilled employe who might often be a considerable distance away, to replace an electric light bulb of ordinary type, was never contemplated by the Scope Rule. If it should be so construed, we would be well on our way towards the creation of a contractual absurdity by interpretation.

'The Board recognizes the necessity of protecting the work of signalmen as it does any other group under a collective agreement. But this does not mean that the simple and ordinary work that is somewhat incidental to any position or job and requiring little time to perform, cannot be performed as a routine matter without violating the current Agreement. To come within the scope of the Agreement it must be work requiring the exercise of some degree of skill possessed by a signalman. It is not disputed that prior to the negotiation of Signalmen's Agreement, the attending of train order signal lights was the work of the Telegraphers and many Telegraphers' agreements still require it as a Telegrapher's duty. Clearly, the quoted Scope Rule of the Signalmen is not definite enough to remove this routine work from the Telegraphers, nor specific enough to place it exclusively with the Signalmen. The contentions of the Organization attempt to draw too fine a line and to inject too much rigidity into railroad operation when a reasonable amount of flexibility is essential to the welfare of both the employes and the carrier. We do not think that a proper basis for an affirmative award exists.'

FINDINGS:

* * *

That no contract violation is shown.

Claim denied."

The question whether the work of connecting and/or disconnecting jumper cables between cars is work that belongs exclusively to electricians was before this Division in Award No. 555, which covered a dispute between System Federation No. 78, Railway Employees' Department, A. F. of L. (electrical workers) and The Delaware, Lackawanna & Western Railroad Company. In that dispute the employes claimed that an electrician should be allowed four hours at his regular rate because carmen, (inspectors and carpenters) were assigned to and performed the following work, which

it was claimed belonged to electricians, under Rule 27 "Assignment of Work" and Rule 91, "Classification of Electricians":

"Inspecting, operating and testing the pantographs, switchboards and controls, heater circuits, headlights and see they were in working order, inspecting all covers on motors and electrical equipment boxes, cleaning headlights and marker lights, renewing lamps and replacing fuses, **removing and replacing** auxiliary control and **train line (electrical)** jumpers." (Emphasis added.)

The rules cited by the employes in the case covered by Award 555, so far as here applicable, are the same as Rules 29 and 92 of the shop crafts' agreement in effect between this carrier and System Federation No. 97. In Award 555 the Board denied the claim of the employes on the basis that the case did not show that any rule of the agreement was violated.

The carrier respectfully asserts that the instant claim is entirely without support under the agreement rules and should be denied in its entirety.

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 plugging or unplugging music cables is not of such nature as to require any degree of skill or special knowledge. This simple task of connecting and disconnecting music cables is not contemplated as being the exclusive work of electricians or of electronic technicians either by specific language of the agreement or by a reasonable interpretation thereof.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 13th day of December, 1955.