

Award No. 2376
Docket No. 2185
2-CB&Q-EW-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 95, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

(1) That the Carrier under the controlling agreement improperly assigned upgraded Apprentice V. Marx to perform work of "Testing" on Car 4541 on October 7, 1953.

(2) That accordingly the Carrier be ordered to compensate Electrician E. Cyr, regularly assigned to testing cars for four and one-half (4 ½) hours at the time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: E. Cyr, hereinafter referred to as the claimant, is employed by the Chicago, Burlington & Quincy Railroad Company, hereinafter referred to as the carrier, as an electrician at Aurora Shops, Aurora, Illinois. Claimant is regularly assigned by bulletin to perform test work on cars. Claimant is regularly assigned to the 7:00 A. M. to 3:30 P. M. shift on Monday through Friday, rest days Saturday and Sunday.

On October 7, 1953, Upgraded Apprentice V. Marx, under the supervision of Foreman Weihman, performed the work of testing Car 4541. A portable generator was used to supply voltage to operate the equipment on the car, to find out in which direction the motors are running and if the floor valves are working all of which is considered testing.

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 October 1, 1953, as it has been subsequently amended, is controlling.

POSITION OF EMPLOYEES: The carrier set up the position of "tester" many years ago for the purpose of having an experienced employe perform all testing work as a check on the work of other employes and the equipment that was installed.

formed. It would never, in any event, have been performed by this claimant on an overtime basis. The Board has held in Second Division Award 1771, Third Division Awards 5092 and 5117, as well as many others, that the punitive rate does not apply in these circumstances.

In summation the carrier avers—

1. The bulletin under which claimant's job was advertised described only the duties of making the final test of air-conditioning on cars at Aurora Shops, and did not include the operation of electrical equipment to see if properly installed.

2. Claimant Electrician Cyr actually performed all the duties of his position as described in the bulletin when he made the final test on car 4541 on October 26, 27, 28 and 29, 1953.

3. Even if claimant had been taken away from his assigned work on October 7, 1953, the understanding with petitioning organization contained in carrier's Exhibits Nos. 4 and 5 would bar this penalty claim.

In view of the above, this claim must 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.

Claimant is regularly assigned at carrier's Aurora Shops, Aurora, Illinois, as an electrician, 7:00 A. M. to 3:30 P. M., Monday through Friday. He is assigned by bulletin to perform test work on cars. On October 7, 1953, upgraded apprentice V. Marx was used to test Car 4541. Claimant contends that he should have been used to test Car 4541 and claims compensation for the loss of work.

Claimant's duties as assigned by bulletin, were:

"Classification: Electrician doing car work, including testing and setting of air conditioning equipment and regulators."

The Electricians' Classification of Work Rule, Rule 70(a) provides in part:

"(a) Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, * * *, motors and controls, * * *, motor generators, * * *."

It is the duty of an electrician in maintaining, repairing or rebuilding motors and generators to inspect them to determine that they have been placed in proper working order. Without such inspections, their work would not be complete. In the case before us, Marx and three other electricians completed the wiring and installing of air-conditioning equipment to Car 4541. They then operated the motors with a portable generator to see that they were properly wired and ran in the right direction. This is clearly electricians' work under the electricians' Classification of Work Rule. The bulletined assignment of the claimant must be construed, if it is anything other than descriptive of the position assigned, in connection with that rule.

The bulletined assignment of claimant must be construed to mean that the duties of a tester are to make the final test of all electrical equipment and to adjust all thermostats, regulators and other controls for the purpose of determining that the car as an operating unit is ready for service. The record shows that claimant performed this latter work on October 26, 27, 28 and 29, 1953, on Car 4541.

The contention of the organization that testing involves all work when outside electricity is applied from an outside source is without merit. Neither the agreement nor the bulletin sustains such a subdivision of electricians' work. Such an interpretation would be a purely arbitrary one that would be very impractical in its operation. The division of work between members of the same craft as the exclusive work of each division ought not to be made except where the parties by agreement have clearly so contracted.

The work involved in this claim is clearly not "testers" work as that term was used in claimant's bulletined assignment. No basis for an affirmative award exists.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 18th day of December, 1956.