

**Award No. 2848**

**Docket No. 2749**

**2-IC-EW-'58**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

**The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.**

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL (Electrical Workers)**

**ILLINOIS CENTRAL RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:** That under the Current Agreement the Carrier improperly assigned other than electrical workers of the Maintenance of Equipment Department to install conduit, junction boxes, switches and wiring for lighting service in the Stores Department at Burnside Shops, Chicago, Illinois on March 26, 1956, thereby damaging electrical workers of the Maintenance of Equipment Department in the amount of four man hours of work, and that, accordingly;

The following regularly employed employees of the Carrier of the Maintenance of Equipment Department be compensated at the applicable time and one-half rate for each man hour worked which they were entitled to perform under the applicable rules of the current agreement.

E. M. Muehlenbein

Louis J. Peck

**EMPLOYEES' STATEMENT OF FACTS:** The carrier assigned Maintenance of Way electricians covered by the Section "B" Agreement to perform electrical work inside of buildings on the grounds at Burnside Shops, Chicago, Ill. This work was done in the stores department of Burnside Shops.

Claimant employees of the Maintenance of Equipment Department are employed by the carrier and hold seniority as such.

The dispute was handled with carrier officials designated to handle such affairs who all declined to adjust same.

The agreement effective April 1, 1935, as subsequently amended, is controlling.

The work here involved not being under the jurisdiction of the Maintenance of Equipment Department and, therefore, not a part of Seniority District No. 3, there is no basis for the claim, and it should be denied.

**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 therein.

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

Four awards of this Division between the instant parties, involving similar questions to the present one, have been offered for our consideration herein.

Award No. 1906 (Stone) remanded for conference on the property a claim that the installation of electrical fixtures by an outside contractor violated the agreement. The claim was remanded for the reason that it had not been "considered \* \* \* in conference."

Award No. 1970 (Donaldson) remanded for handling a claim that the installation of conduit and a switch by electricians of the maintenance of way department rather than the claimant maintenance of equipment electricians was a violation of the agreement. The Board in its findings supports the carrier's contention that the territorial seniority concept had been changed by the carrier and accepted by the organization. On the merits the Board held it was not sufficiently advised to consider the contention intelligently and hence the claim was remanded.

Award No. 2276 (Wenke) decided the basic claim remanded by Award No. 1906 and, in so doing, supported the finding made in Award No. 1970 that the carrier had effectuated a change in Seniority District No. 3 in its Burnside Shop. On the merits Award No. 2276 sustained the claim that the use of an outside contractor in the installation of electrical fixtures violated the rights of the maintenance of equipment electricians. In reaching this conclusion, the Board held that insofar as Burnside Diesel Shop is concerned the seniority districting divided "this work \* \* \* as follows: that inside of the shop to \* \* \* maintenance of equipment department \* \* \* and that outside thereof to the \* \* \* maintenance of way department, the breaking or separation point being at the switching point where the lines enter the shop."

Award No. 2614 (Donaldson) denied the claim remanded by Award No. 1970 without any elaboration in the findings. Re-examination of Award No. 1970 discloses that it involved a three-inch conduit leading to the building and a Square-D switch to provide electric power for testing. The switch was inside the building. The maintenance of way department as a part of the same installation erected a transformer bank at the outside end of the conduit. They did no wiring past the entrance switch.

This Board finds no conflict between Awards No. 2614 and No. 2276. The language of the rule has been decided to mean that maintenance of way depart-

ment electricians may work outside of the buildings in the erection or maintenance of such things as conduit, transformer bank or even an entrance switch inside a building, but no farther. Electrical fixtures inside, i.e., the equipment, belong to the maintenance of equipment electricians.

Although it may be argued that lighting fixtures are attached and a part of the structure and as such should be the responsibility of maintenance of way and structures to whom the company accountants have earmarked funds, we are of the opinion that the best yardstick to apply is to fix the physical limit at the entrance switch, which is as far inside the Burnside Shop buildings as the maintenance of way department should go. Under this yardstick the present claim should be sustained.

#### AWARD

Claim sustained at the pro rata rate of an electrician.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of May, 1958.

#### DISSENT OF CARRIER MEMBERS TO AWARD 2848

The Second Division has held in Awards 1970 and 2276 that seniority district No. 3 as defined in the Supplemental Agreement of July 1, 1940, was effectively changed in accordance with Section 6 of the Railway Labor Act as amended. The effect of this change in seniority district No. 3, Burnside Shops was to remove therefrom all electrical work not under the jurisdiction of the Maintenance of Equipment Department. Therefore the only question to be determined is whether the work described in the Carrier's Statement of Facts is under the jurisdiction of the Maintenance of Equipment Department; if not, then the claimants have no right to the work.

The record contains a certified statement signed by the General Superintendent of Motive Power and the General Superintendent of the Car Department, that the work in question is not under the jurisdiction of the Maintenance of Equipment Department.

The agreement relied upon by the Employees, Section A of the Illinois Central Schedule of Rules with System Federation No. 99, Railway Employees' Department, A.F. of L., Mechanical Section Thereof, states:

"It is understood that Section A of this agreement shall apply to those who perform the work specified therein, as employed in the Maintenance of Equipment Department."

reprinted June 1, 1944.

The record shows in the Chicago Terminal, carrier has electricians represented by the International Brotherhood of Electrical Workers in two departments, the Maintenance of Equipment and the Maintenance of Way and Structures Department, covered respectively by Section A Agreement and Section B Agreement with System Federation No. 99. In Section B covering Maintenance of Way and Structures electricians, the classification of work rule is as follows:

"Rule 54. CLASSIFICATION OF ELECTRICIAN.

\* \* \* inside and outside wiring at shops, buildings, yards, and on structures and conduit work in connection therewith, \* \* \*."

The provisions of the rule here quoted would sustain the Carrier's position that the work in dispute was properly assigned.

Employes' Submission admits this work was done in the Stores Department. The agreement relied on by the Employes in this case does not give the work in question to the employes in the Maintenance of Equipment Department. The record fully establishes work of installing light fixtures in the Stores Department at Burnside Shops is a responsibility and under the jurisdiction of the supervisors of the Maintenance of Way and Structures Department.

/s/ J. A. Anderson

/s/ D. H. Hicks

/s/ E. H. Fitcher

/s/ R. P. Johnson

/s/ M. E. Somerlott