



Award No. 5576

Docket No. 5389

2-IC-EW-'68

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee George S. Ives when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the current agreement at Paducah Shops on June 1, 1965, when it assigned other than Electricians to perform work on Bus Bars, which has always been performed by Electricians.

2. That the Carrier be ordered to compensate Electrician Meredith Henley for four (4) hours at the pro rata rate for said violation and further be ordered to return the Bus Bar work to the Electrical Workers.

EMPLOYEES' STATEMENT OF FACTS: On June 1, 1965, Supervisor A. B. Dunn instructed Electrician C. H. Lynn to send the Bus Bars to the bending machine but that he was not to go himself. Electrician Lynn protested this change in procedure and informed the Local Committee of said change.

Meredith Henley, hereinafter referred to as the Claimant, is employed as an Electrician by the Illinois Central Railroad Company, hereinafter referred to as the Carrier.

On June 2, 1965, when the aforementioned Bus Bars were returned to the Electric Shop they had been worked without the services of the Electrical Craft.

Bus Bars are electrical conductors and are used solely by Electricians.

The Bus Bars in the instant case were being made to be used in the High Voltage Cabinets on the Diesel Locomotives to carry electrical current.

The Boilermakers' Craft does not claim this work and it is not a jurisdictional dispute. See General Chairman of the Boilermakers, Charles Parker's

SUMMARY AND CONCLUSION

The Adjustment Board has established the fundamental rule that the burden of proof is on the union. In this case, the union must prove that the company is bound by contract to assign the work of cutting and bending copper bars to electricians, and, thus, must assign an electrician to watch a boiler-maker perform the work. The company has shown that the company is not bound by contract to assign the cutting and bending of copper bars to electricians and it is not bound to assign an electrician to watch an employe from another craft to perform the work.

Finally, the company has shown that even if there were a violation of Rule 117, the claim is not valid because the claimant did not suffer a loss of earnings.

(Exhibits not reproduced.)

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.

Parties to said dispute waived right of appearance at hearing thereon.

Petitioner contends that Carrier violated the Schedule of Rules Agreement between the parties, particularly Rule 33 thereof, when other than electricians were assigned to cut and bend bus bars on June 1, 1965. Claimant seeks four (4) hours' compensation for the claimant, who is an electrician allegedly denied an opportunity to perform the disputed work.

Carrier contends that the disputed work was properly performed by boilermakers in accordance with established practice, and that Rule 117 of the applicable Agreement does not expressly cover the fabrication of bus bars from copper pieces with shears and other equipment designed for cutting and bending as opposed to using such fabricated bus bars in maintaining, repairing, rebuilding, inspecting and installing railroad equipment.

The applicable language from the Schedule of Rules Agreement provides as follows:

"RULE 33.

ASSIGNMENT OF WORK

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft, except foremen at points where no mechanics are employed. * * *"

“ELECTRICAL WORKERS’ SPECIAL RULES

RULE 117.

CLASSIFICATION OF ELECTRICIAN

Electricians’ work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and controls, rheostats and controls, transformers, motor generators, rotary converters, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; air conditioning equipment, automatic train control on locomotives, inside and outside wiring at shops, buildings, yard, and on structures and all conduit work in connection therewith, steam and electric locomotives, passenger train and motor cars, electric tractors and trucks, bonding of cables, including cable splicers, high tension power house and sub-station operators, high tension linemen, electric crane operators of cranes of forty (40) ton capacity or over who perform minor electrical repair work on such cranes, and all other work generally recognized as electricians’ work.

The above shall not apply to power supply facilities used exclusively for signal and interlocking purposes which are beyond the switch supplying these facilities, but does apply to general lighting.”

Examination of Rule 117 of the controlling Agreement reveals that Bus Bars are not specifically mentioned therein. Furthermore, the fabrication of items such as bus bars cannot be implied from any language found in Rule 117, which is primarily concerned with maintaining, repairing, rebuilding, inspecting and installing various electrical equipment and devices used by railroads. Therefore, we must consider custom and practice to determine whether the disputed work belongs exclusively to Electricians.

The record reveals that Boilermakers at Paducah customarily have cut and fashioned bus bars for Electricians in the boilermaker’s shop with large shears and other equipment designed for cutting and bending that were not available to Electricians for such work in their own work area.

However, Electricians also fabricated bus bars on occasion without the assistance of boilermakers. Thus, we find that both crafts at Paducah previously have performed the disputed work, which is not expressly covered by Rule 117 of the applicable Agreement.

Petitioner has failed to establish through probative evidence that the fabrication of bus bars constitutes work belonging exclusively to Electricians through established practice at Paducah or at any other location throughout Carrier’s system, and Rule 117 of the applicable Agreement does not expressly cover fabrication of bus bars. Accordingly, we must conclude that Petitioner has failed to establish that the disputed work is exclusively reserved for Electricians by Agreement, custom or practice. Therefore, the instant claim will be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 14th day of November, 1968