



Award No. 5738

Docket No. 5607

2-IC-EW '69

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee John H. Dorsey 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 EMPLOYES:

1. That the Carrier violated the current agreement at Paducah, Kentucky, on December 19, 1965, when it assigned other than Electricians to perform Electricians' work in using jumper cables and batteries to start Locomotive Crane No. X-9893.
2. That the Carrier be ordered to stop assigning other than Electricians to perform this Electricians' work.
3. That the Carrier further be ordered to compensate Electricians C. A. Moores, Jr. and P. E. Moore for two (2) hours each at the overtime rate.

EMPLOYES' STATEMENT OF FACTS: That on December 19, 1965, Dock Foreman Thompson assigned other than electrical workers to install and connect jumper cables between a booster battery and the battery in Locomotive Crane No. X-9893.

That C. A. Moores, Jr. and P. E. Moore, hereinafter referred to as the Claimants, were employed as Electricians at the time of this violation by the Illinois Central Railroad Company, hereinafter referred to as the Carrier.

This claim has been handled with all officers of the Carrier designated to handle such matters, including Carrier's highest designated officer, all of whom have declined to make satisfactory adjustment.

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

POSITION OF EMPLOYES: It is respectfully submitted that the current agreement was violated, in particular Rules 33 and 117.

The pertinent part of Rule 33, which for your ready reference reads:

"None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft . . ."

Referee Johnson said similarly in Award 2-4086 in denying the claim of a telephone maintainer that supervisors allegedly improperly performed his work:

Each claimant worked and was paid for the day to which his part of the claim relates, so that he can have sustained no financial loss. There is no contention that the circumstance were such . . . that an additional telephone maintainer would have been necessary if the supervisor had not performed the item of work claimed. . . . The claims must be denied.

In Award 2-4926, Referee Hall denied the Boilermaker's claim that the company improperly assigned boiler repair work to laborers. Referee Hall admitted the possibility of a technical violation of the agreement, but denied the monetary claim saying:

Furthermore, it appears that all the employees named in the Statement of Claim were gainfully employed throughout the period claimed, were deprived of no work and suffered no monetary loss. What they are asking for here is in the nature of a penalty for which there is no provision in their agreement.

IV. Summary and Conclusion

The company has shown conclusively that the work in question—the simple attachment of jumper cables to storage batteries—is not electricians' work under the scope rule or by virtue of traditional and exclusive assignment; but rather is routine, simple work that may be and is performed by persons of any occupation on innumerable occasions.

However, even if there were some minor technical infraction of the agreement, the claimant would not be entitled to any extra pay as a penalty—least of all overtime pay—because he would not have worked overtime to perform such a minor task and therefore suffered no monetary loss when the work was performed by the crane operator.

The company asks the board to deny the union's claim.

All data in this submission has been presented to the union and made a part of this dispute.

(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 employee or employees involved in this dispute are respectively carrier and employee 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.

The issue in this case is whether Carrier violated any electricians' rules when it permitted a crane operator to connect two jumper cables to two

storage batteries to start his crane. Organization failed to prove that such work is exclusively reserved to electricians. We, therefore, find the Claim without merit.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 27th day of June, 1969.