

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

Parties to Dispute: (System Federation No. 3, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(Kansas City Terminal Railway Company

Dispute: Claim of Employees:

1. That the Kansas City Terminal Railway Company violated Rules 19, 20, 21 and 67 of the July 1, 1936 controlling agreement; Article III of the September 25, 1964 Agreement when they assigned Signalman J. A. Tennis to perform electricians' work on Monday, September 8, 1975, thus, depriving Electrician C. W. Connor of his contractual rights to said work at Kansas City, Missouri.
2. That accordingly, Carrier be ordered to compensate Electrician C. W. Connor four hours (4') at the punitive rate for September 8, 1975.
3. In addition to the money amounts claimed herein, Carrier be ordered to pay interest on the principle amount claimed, computed at the rate of 6% per annum and compounded annually from the anniversary date of this claim.

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.

The record indicates that the claimant was employed by the Carrier as the only electrician in the Mechanical Department at Kansas City, Missouri, at the time of the incident. His hours were 8:00 a.m. to 4:00 p.m. with Saturday and Sunday as rest days. An electrically operated gasoline pump located on the dock of the storehouse, used to service the Carrier's vehicles and equipment was found to be inoperative. A signalman in the area was called to the pump and, upon inspection, found the trouble to be

a broken wire on the pump motor; he effected the repair, requiring about five minutes, according to the Carrier.

The Organization contends violation of the Rules governing seniority (19, 20, 21) and Rule 67 establishing "Classification of Work":

"Electricians' work, including regular and helper apprentices, shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, including steam and electric locomotives, passenger train equipment; winding armatures, fields, magnet coils, rotors, transformers and starting compensators, and all other work generally recognized as electricians' work."

The Carrier raises as a defense the contentions that such work is not exclusively reserved for electricians, members of the Signalmen craft have long performed such work and the work performed is incidental in nature.

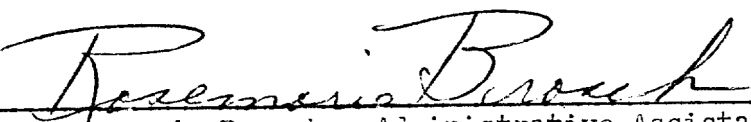
A literal reading of Rule 67 would support the Organization's contention that it does not limit electrical work to any specific equipment. The Organization has also pointed out that an affirmative defense, such as the claim by the Carrier that members of the Signalmen craft have historically performed such work places a burden of proof upon the Carrier to substantiate such a claim. However, the Carrier has contended, and was not effectively refuted, that the "repair" itself was so "de minimus" as to require a mere cursory inspection and reconnection of a wire, all of which took five minutes. The simplicity of this task, the limited skill involved and the brief time involved have historically been bases to mitigate claims which might otherwise be found to have merit. We so find here.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 9th day of May, 1978.