

The Second Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A.F. of L. - C. I. O.
((Electrical Workers)
(
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rules 25 (a) and (c), 106 and 107 (a) of the June 1, 1960 controlling agreement; Article III of the September 25, 1964 Agreement when they assigned Machinist J. O. Bowman and Machinist Apprentice A. E. Smith to perform electricians' work on Monday, December 19, 1977, thus, depriving Electricians C. E. Rice and Electrician J. R. Walker of their contractual rights under the provisions of the Agreement at Houston, Texas.
2. That, accordingly, Carrier be ordered to compensate Electrician C. E. Rice and Electrician J. R. Walker two hours and forty minutes (2'40") each at time and one-half for Monday, December 19, 1977.

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.

This claim was brought by two electricians who assert they lost premium time of 2 hours 40 minutes each when the carrier assigned two machinists to disconnect traction motor leads at the carrier's Settegast Diesel Shop.

Most of the pertinent facts are undisputed. On December 19, 1977, the claimants were instructed to stand by to disconnect the electrical leads that run between the traction motor and the main generator. The motor was in bad order and the traction motor had to be changed out. In order to change out the traction motor, several preparatory steps are necessary including the uncoupling of the electrical leads. The preparatory steps are normally assigned sequentially to machinists, sheet metal workers and the electricians. The electrical workers only participation in the preparation of a traction motor for a change out is the disconnection of the leads. (The disconnection process involves the uncoupling of several leads, after the lead clamps, lead blocking and lead

insulation boots are removed). The machinists are responsible for actually changing the traction motor. The process is reversed when the traction motor is placed back in the diesel engine, though reconnecting the electrical leads is more complicated than the disconnection process. Before the claimants could perform their disconnection duties, they were called away and ordered to perform other work. At the insistence of the carrier's foreman, two machinists performed the task of disconnecting the electrical leads.

The Electricians contend that disconnecting the traction motor electrical leads is work reserved exclusively to electricians under Rule 107(a) which states, in its most relevant part, that, "Electricians' work, including regular and helper apprentices, shall include electrical wiring ... of all ... motors ...". According to the Electricians, the jurisdictional provinces of the machinists and electricians were conclusively settled by an agreement dated June 6, 1960 whereby only electricians could disconnect motor leads. The carrier relies on the incidental work rule which states:

"At running repair work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a work assignment, the completion of which calls for the performance of 'incidental work' (as hereinafter defined) covered by the classification of work rules of another craft or crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as 'incidental' when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment. In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental.

If there is a dispute as to whether or not work comprises a 'preponderant part' of the work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignments. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work."

The carrier argues that it may do as it pleases in assigning work under the rule to promote maximum efficiency in the shop. According to the carrier, the

primary work of changing out the motor took approximately eight hours while disconnecting the motor leads takes less than twenty minutes. The electricians respond by arguing the carrier has failed to prove that the disconnection of motor leads is incidental not only because the electricians are usually assigned to perform the work (and were originally assigned the work here) and but also because the Settegast facility is not a running repair location. The Machinists, a third party respondent, disagree with both the carrier and the electricians arguing that the disconnection of electrical motor leads may be performed pursuant to Rule 52(a). The last sentence of Rule 52(a), which defines the classification of Machinists' work, states, "Machinists may connect and disconnect and wiring, coupling, or pipe connection necessary to make or repair machinery or equipment."

The incidental work rule supercedes the classification work provisions in the agreement. Second Division Award No. 6440 (Lieberman, 1973). However, we disagree with the carrier's position that the rule can be applied, at the carrier's unfettered discretion, in any situation to promote efficiency in the shop. The carrier must prove that the work believed to be incidental satisfied all the elements of rule. Careful analysis and interpretation of the incidental work rule reveals that, to be incidental, the work must:

- 1.) be performed at a running repair location;
- 2.) be capable of being performed by the employe who actually performs the work at the carrier's discretion;
- 3.) not be a preponderant part of the total work, i.e., it must consume less time than the main work assignment;
- 4.) be ancilliary to performing the main work, i.e., involving the mere connection or disconnection of appurtenances; and
- 5.) not involve the overhauling, repairing, modifying or improvement of equipment.

Thus, this Board must carefully examine the application of the incidental work rule on a case by case basis. The Electricians concede that the disconnection (as opposed to reconnecting) is capable of being performed by machinists, that the disconnection is not a preponderant of the total work but ancilliary to the main work and that the disconnection does not constitute a repair. Here, the question in issue is whether the work was performed at a running repair location. A diesel engine repair facility can often be used for the dual purposes of a major repair point and a running repair location. Second Division Award No. 7610 (Lieberman, 1978). Settegast qualifies as such a facility. The organization has failed to tender any evidence which disputes the dual characterization of the Settegast facility Ibid. The shop often replaces parts in diesel engines quickly to minimize the interruption in service. The engine involved here was out of service for only eight hours. It is of no consequence that electricians were originally assigned the disconnection work. Once they were reassigned, the carrier then had the burden of proving the work fell within the incidental work rule. In this particular instance, the carrier strictly complied with all the

prerequisites to the application of the incidental work rule. Our decision, does not, however, endorse the carrier's view that it has absolute discretion to apply the rule whenever it pleases. The carrier has the affirmative burden of showing that the work claimed to be incidental satisfies all the elements of the rule.

Because the incidental work rule supercedes the regular work classification, we need not discuss or decide the relationship between Rule 107(a) and Rule 52(a).

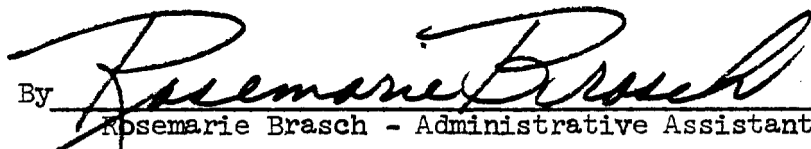
A W A R D

The claim is 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 16th day of April, 1980.