

C O R R E C T E D

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 9371
Docket No. 9217-T
2-B&O-EW-'83

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

Parties to Dispute: { International Brotherhood of Electrical Workers
{ Baltimore and Ohio Railroad Company

Dispute: Claim of Employees:

1. That the Baltimore and Ohio Railroad Company violated the current Agreement, particularly Rule 125 Shop Crafts Agreement when they abolished first shift Electrician positions at the Baltimore and Ohio Glenwood Locomotive Shop, Pittsburgh, Pennsylvania and wrongfully assigned electrical work to the Machinist craft on Units 6901, 6555, 6448, 824, 719, 4293, 4227 and 5635.
2. That accordingly the Baltimore and Ohio Railroad Company be ordered to additionally compensate Electrician R. N. Harvey for eight (8) hours pay for March 19, 1979, on first shift.

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 underlying facts of this case are not in dispute. On March 13, 1979, Carrier, by Bulletin No. 1-E-RH, abolished six first shift electrician positions at the Baltimore and Ohio Glenwood Shop, Pittsburgh, Pa. On the same date, Carrier by Bulletin 2-E-RH advertised three electrician positions on the third track.

The Organization contends that as a result of the reduction in electrician positions, work previously performed by electricians was assigned to Machinist craft in violation of Rule 125 of the Agreement. That rule provides as follows:

"Electricians' work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all generators, switchboards, meters, motors and controls, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries (work to be divided between electricians as may be agreed upon locally); axle lighting equipment, all inside telegraph and telephone equipment,

electric clocks, and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops, buildings, yards, and on structures and all conduit work in connection therewith (except outside wiring provided for in Rule 126); steam and electric locomotives, passenger train and motor cars, electric locomotives, passenger train and motor cars, electric tractors and trucks; include cable splicers, high-tension powerhouse and substation operators, high-tension linemen, and all other work properly recognized as electricians' work."

Carrier, on the other hand, asserts that nothing in the Agreement prevents it from abolishing electrician positions and that the work assigned to machinists had never been performed exclusively, if at all, by electricians. It adds that the original claim was overly vague and was "significantly altered" on the property. Thus, Carrier seeks rejection of the claim on procedural as well as substantive grounds.

On the procedural issue, it appears to this Board that the grievance was not so altered as to become a different claim. Both the original claim and the Organization's letter of appeal referred to the abolition of electricians' positions on March 19, 1979. Both indicated that the grievance concerned the combining of electrical and mechanical work at the ready track. Accordingly, this claim is not procedurally deficient and is properly before this Board.

As to the merits, it is clear that Rule 125 does not mandate the retention of electrician positions. Furthermore, while Rule 125 lists the duties of an electrician, it appears that that work had not been performed exclusively by the electrician craft. For example, machinists have always performed inspection work listed on the FRA inspection forms and Company inspection sheets (e.g. Items 103, 105, 106, etc.)

We do not suggest that electricians' positions are interchangeable with those in the machinist craft. It is true, as the Organization maintains that the language of Rule 125 is mandatory. However, the evidence here suggests that the work assigned the machinist craft had been performed by machinists in the past and the Electrical Workers have failed to show here that such inspection work belonged exclusively to the electrician craft under Rule 125 on this property.

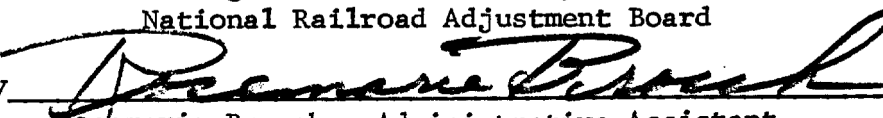
For the foregoing reasons, the claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 2nd day of February, 1983.