

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

Parties to Dispute: { International Brotherhood of Electrical Workers
{ Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company violated the current agreement when Machinists Ladik and Ryan were improperly assigned to perform electrical work, which should have properly been assigned to Electrician Ronald Heyden.
2. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be ordered to compensate Mr. Ronald Heyden for eight hours at time and one half at the rate of \$9.27 per hour, which comes to a total of \$111.24.

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 pivotal question in this dispute is whether Machinists John Ladik and Patrick Ryan performed a jig stone operation on General Electric Locomotive 5003 on December 7, 1979. The parties, including the Machinists Organization, are in agreement that the work of jig stoning a generator properly belongs to the Electrician's Craft, but differ over whether the work performed by the machinists on December 7, 1979 was a jig stoning operation. The petitioning Organization argues that the work assignment slip handed to Machinist Ladik that day pointedly instructed him to jig stone the main generator in Engine 5003 and asserts that his written statement, dated, December 13, 1979, acknowledging that jig stoning was not his work, but that he was "assigned to it" substantiates its position. The Organization avers that the local chairman and another electrician personally witnessed the machinists perform electrical work and additionally disputes Carrier's assertions that Electrician G. Lohrke actually performed the jig stoning operation on the locomotive. It contends that such work is protected under Rule 71, its work classification rule, which states in pertinent part that:

"Electricians work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all generators."

Carrier contends that the aforesaid machinists did not perform covered electrical work, since they designed, built and positioned the jig on the locomotive, while Electrician G. Lohrke jig stoned the commutator. It argues that Mr. Lohrke did not submit any written statements describing what work, in fact, was performed by the machinists and asserts that Machinist Ladik's December 13, 1979 written statement does not indicate that he actually jig stoned the main generator.

The Machinists Organization as an interested third party asserted that machinists on the property have consistently mounted and modified jigs for jig stoning main generator commutators, which was the same work performed by Machinist Ladik. It argued that the actual stoning of the main generator was performed by an electrician.

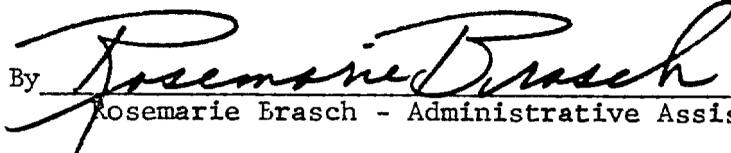
In our review of this case, we concur with Claimant's position. While the machinists performed covered machinists' work, which included the steps and activities preparatory to the actual jig stoning operation, the admission of Machinist Ladik that after he mounted the stones and tried the jig stone, he later worked with Electrician G. Lohrke indicates a concomitant involvement in the jig stoning work. Since the primary job at that time involved jig stoning work and Machinist Ladik acknowledges in his December 13, 1979 statement that "he later worked together" with Electrician G. Lohrke, we have to assume that he assisted the electrician jig stone the locomotive. It would be difficult to perform simultaneously the tasks antecedent to the jig stoning operation, which accrue to the Machinists' Craft and the actual jig stoning work which accrues to the Electrical Workers. If they did not work together on December 7, 1979 or Electrician G. Lohrke was assigned to perform a different task, we believe it was up to Carrier to rebut Machinist Ladik's statement that he and Electrician Lohrke worked together for the balance of the day. From the evidence available, we can only conclude, that Machinist Ladik assisted Electrician Lohrke perform the jig stoning operation on the locomotive and such assistance violated the Electricians' Controlling Agreement. There would be no apparent reason for the machinists to work together with Electrician Lohrke after they designed, built and positioned the jig on the locomotive. We will sustain the claim.

A W A R D

Claim sustained.

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 4th day of May, 1983.