

The Second Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers  
(  
(Northeast Illinois Regional Commuter  
( Railroad Corporation

Dispute: Claim of Employees:

1. That the Northeast Illinois Railroad Corporation violated the current agreement, particularly Rule 71, when it improperly assigned Andrew Christian, a Maintenance of Way Department employee, to remove the heater motor from the center fan on the north wall of the "Pit Building" at the Western Avenue Coach Yard.

2. That the Northeast Illinois Railroad Corporation be ordered to compensate the Claimant I. Bogel, for five hours' pay, in accordance with Rule 9 (minimum call).

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 employes 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 instant dispute was initiated on January 17, 1984, by the Organization on behalf of Electrician I. Bogal. It is alleged that the Carrier violated the Agreement when it failed to assign the removal of a heater motor to Claimant, but instead had Electrical work performed by a Maintenance of Way Employee. The Organization maintains that Carrier violated Rule 71 and Rule 53 which state in pertinent part:

Rule 71.

"Electricians' work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all... motors and controls... inside and outside wiring at shops, building yards, and on structures and all conduit work in connection therewith..."

Rule 53.

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

It is the position of the Organization that such work had been performed on a daily basis under the provisions of the Agreement and as such, the Claimant was denied his contractual rights when such work was removed from Electrical Craft employees and performed by a Maintenance of Way Employee.

The Carrier denies Agreement violation, and denies that the disputed work has been performed traditionally by Electricians. On that later point, the Carrier maintains that such work has been "traditionally performed by Maintenance of Way Department Employees while performing repairs to building heating equipment."


This Board finds nothing in the record to establish by probative evidence that such work has been exclusively performed or routinely "performed on a daily basis by the Electrical Craft employees." Not only does the Carrier deny exclusivity by Electrical Employees, but a careful review of the letter of February 29, 1984, and the attachment from the Pump Repairman establish to this Board's satisfaction that the Carrier has not violated the Agreement. The Organization has failed to carry its burden of proof by sufficient evidence of probative value that the work herein disputed was exclusively Electrician's work. The Claim is therefore denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois this 28th day of January 1987.