

CORRECTED

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11922
Docket No. 11531-T
90-2-88-2-20

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

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
(
(Consolidated Rail Corporation

STATEMENT OF CLAIM:

1. Time claim (grievance) filed on behalf of Radio Maintainer B. Best under date December 1, 1986, with the Consolidated Rail Corporation at Selkirk, New York as follows:

In accordance with Rule 4-P-1 (I), I hereby submit this claim (Grievance), for your handling.

On October 18, 22, 1986 in violation of the agreement between the International Brotherhood of Electrical Workers and the Consolidated Rail Corporation, you allowed another craft to perform work that accrues exclusively to the I.B.E.W.

Calibration and inspection of the End of Train "STU" device, on unit CR-80237 and CR-80208 had been performed by Mr. L. O. B. and Mr. R. Lord, it was determined that CR-80237 needed a button and battery replacement.

This is a direct violation of the agreement including Rule 5-F-1.

This transmitting device should have been inspected, tested and calibrated by a qualified Radio Maintainer.

If no Maintainers were available at work then, one should have been called in on overtime.

I hereby request that three (3) hours at the overtime rate be paid to Mr. B. Best, and that future violations be paid in accordance with seniority of the available Maintainers.

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.

As Third Parties in Interest, the International Association of Machinists and Aerospace Workers and the United Railway Supervisors Association were advised of the pendency of this dispute. The Machinists and Aerospace Workers filed a Response with the Division; the United Railway Supervisors Association chose not to file a Response.

The Organization contends that its Agreement was violated when, on the two dates listed in its Statement of Claim, a Foreman, an employee not covered by its Agreement, connected two End of Train Devices, Units CR-80237 and CR 80208, to an air supply to check air pressure readings and pushed self contained test buttons to secure battery power readings. Even though no repairs were performed on the devices, the Organization maintains that such testing activity constitutes work which should be completed by Radio Maintainers assigned under its Agreement.

Carrier contends that the tests performed by the Foreman is not work required to be performed by Radio Maintainers. If such tests develop that an End of Train Device radio transmitter is not operating properly, the device is sent to the Communication Department for inspection and repair by a Radio Maintainer. If the tests indicate problems with defective mechanical components repairs are handled by Carrier's Machinists and Carmen, as the case may be.

Carrier also contends that the basic issue involved here is identical to that which was addressed and denied in three other System Dockets. These Claims, handled over a year before denial of the instant Claim, were never appealed beyond the Senior Director's level and thus, under the provisions of Rule 4-P-1, the matter must be considered closed.

We do not view the tests completed in this matter as work which must be exclusively assigned to Radio Maintainers under the Organization's Agreement. The test does not require any special electrical skill, equipment or procedures to complete. It does not involve maintenance or repair functions. The tests are performed by Carmen, Foreman and others throughout Carrier's System. In the past the Organization has filed Claims contending that identical tests was work which should have been done by Radio Maintainers. After denial, for whatever the reason, these Claims were not appealed off the property.

Accordingly, on this record the Organization has not made a persuasive showing that performing periodic tests of End of Train Devices, without maintenance or repairs, are duties exclusively preserved to Radio Maintainers under the Electrician's Agreement.

The Claim will be 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 8th day of August 1990.