

Award No. 1996
Docket No. 1854
2-CMS:P&P-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Glenn Donaldson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 76, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

**CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: 1. That the Carrier violated the current Agreement, particularly Rules 53 and 71, by assigning others than Electrical Workers to perform electrical work on passenger cars and locomotives at Chicago Union Station on January 28, 1953, and subsequent days thereafter.

2. That accordingly the Carrier be ordered to:

- a) Discontinue the assignment of others than Electrical Workers to perform Electricians' work;
- b) Additionally compensate Electricians H. E. Hoeft and Clarence Bergh in the amount of 8 hours pay each at the time and one-half rate for January 28, 1953 and subsequent days thereafter.

EMPLOYEES' STATEMENT OF FACTS: The carrier employs Electrician Bergh as such and prior to November 1, 1952 he was assigned to perform electrical work on passenger cars and locomotives at the Chicago Union Station. On November 1, 1952 he was transferred to the carrier's Western Avenue Coach Yard, Chicago, Illinois, and the electrical work at the Chicago Union Station assigned to other than electricians.

On January 28, 1953 and subsequent dates thereafter, the carrier assigned several carmen to perform electrical workers' work at the Chicago Union Station, consisting of inspecting and charging batteries on passenger equipment, installing and renewing signal and marker lights, electric brake cables, inspecting axle lighting equipment and other work recognized as electricians' work.

There are approximately forty-five trains a day operated by the carrier, arriving at Chicago Union Station, and a like number departing. There has been no reduction in the arrivals and departures of trains since the carrier

rier is unaware of any understanding having been reached between the carmen and the electrical workers, no understanding of that kind has been submitted to the management by System Federation 76 nor has the management been asked to accept nor has it accepted such an understanding as an interpretation of the classification of work rules.

It is the carrier's position there has been no violation of the schedule rules, there is no basis or support for the claim of the electrical workers and we respectfully request that it be denied.

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.

The parties to said dispute were given due notice of hearing thereon.

The initial submission of the organization, consisting of two pages, alleges violation of Rules 53 and 71 by the carrier's assignment of carmen to perform what it contends to be electricians' work. Under the heading, Employees' Statement of Facts, it asserts the work consisted of "inspecting and charging batteries on passenger equipment, installing and renewing signal and marker lights, electric brake cables, inspecting axle lighting equipment and other work." No specific facts are alleged or explanation given of when, how or under what circumstances such work was done.

The carrier, on the other hand, has made an exceptionally able presentation of the pertinent facts in controversy in its initial brief. The organization then contents itself with attacking that showing in its rebuttal. This is not an orderly or proper manner of assuming the burden of proof which reposes on the claimant. As in this instance, the delayed arrival at issue encourages the filing of surrebuttals in violation of Board procedural rules.

Rule 1 in its pertinent parts provides as follows:

"Electricians' work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting * * * all generators, switchboards, meters, motors and controls, * * * storage batteries, axle lighting equipment, * * * passenger train and motor cars, * * * and all other work properly recognized as electricians' work."

We find that such work as is contemplated by Rule 71 is performed by electricians at Western Avenue Coach Yard before the equipment is moved into the Union Passenger Station. In those instances where electrical repairs are required at the Station, it is alleged by carrier, electricians are called and this practice is not successfully controverted.

This record and agreement do not justify our holding that the simple acts of plugging in or detaching electrical lines or cables, the shifting of a Mars signal light from one train to another, and similar acts complained of, which duties have long been performed by carmen as incidental to their car inspection assignments, is exclusively the work of electricians. As was the case in Award 1980, the incidental duties required by carmen in the instant case required no repair, no inspection, no testing, no tools, no electrical knowledge and no electrical training. The simple act of handling electrical equipment does not constitute maintenance, repair or inspection within the contemplation of Rule 71.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois this 18th day of October, 1955.