

Award No. 2223

Docket No. 2011

2-IC-EW-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That under the current agreement other than Electrical Workers were improperly assigned to perform Electricians' work on July 23, 1954 at Fulton, Kentucky.

That accordingly the Carrier be ordered to compensate Electrician N. E. Frields in the amount of 4 hours pay at the applicable rate of pay for July 23, 1954.

EMPLOYEES' STATEMENT OF FACTS: At Fulton, Kentucky, the Illinois Central Railroad, hereinafter referred to as the carrier, employs electricians who among other duties have, over the years, performed the work of connecting and disconnecting cables between diesel units and performed the necessary sequence test to determine if the locomotive is fit for service. The above statement is confirmed by Exhibit A, the consists of which is the statement of various electricians attesting to the fact the work in question was performed by electricians over the years.

On July 23, 1954, a machinist and a machinist helper were used to connect and disconnect cables between diesel units and perform sequence test at Fulton.

Electrician N. E. Frields, hereinafter referred to as the claimant, was available to perform the work if called.

The dispute was handled with carrier officials designated to handle such affairs, who all declined to adjust the matter.

The agreement effective April 1, 1935, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that under the pertinent portion of Rule 33 and Rule 117 reading as following:

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."

The work of connecting and disconnecting control cables on this property is not exclusive to electrical workers and is not reserved to them by any rule of the agreement. The rules do not support the claim, and the practice on the property and the awards of the Board are contrary to the contentions of the employees in this case. There is no basis for the claim, and it should 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.

Claimant is regularly assigned as an electrician at Fulton, Kentucky. On July 23, 1954, a machinist and machinist helper were used to connect and disconnect cables between Diesel units and to perform sequence test thereafter. The organization contends that this is electricians' work and compensation is claimed.

The record shows that Diesel freight locomotives are serviced and inspected at the roundhouse at Fulton. On the day in question, a machinist inspected and serviced the locomotives, uncoupled air hose and control cable of one unit, and released two units for other service. Later the machinist coupled the air hose and control cable of the one unit to another unit and released the two units for further service. It is the contention of the organization that the coupling or uncoupling of control cables is work belonging exclusively to electrical workers.

The control cable for Diesel locomotives used in freight service is a short cable with a 27-pole jumper plug at each end. The 27 holes fit onto corresponding prongs in such a manner that it is impossible to make an improper connection. They are inserted or removed by hand without the use of tools or other equipment. The purpose of this 27 wire cable is to permit multiple Diesel units to be controlled by one set of controls in one unit, usually the lead unit.

There are no electricians assigned at the roundhouse at Fulton. There are electricians assigned around the clock at the passenger station about 1 ½ miles distant. When there is electricians' work at the roundhouse, an electrician is called from the passenger station. The sole question is whether the connecting and disconnecting of these control cables and testing whether they are operating is exclusively electricians' work.

It appears to us that the connecting of control cables is work which requires no skill or training such as would be involved in their repair. We have held that there are certain types of work requiring no skill or training to perform that cannot be said to belong to any craft. We think the reasoning of Awards 6220 and 2932, Third Division, has application here. The following from Award 2932 seems pertinent here:

"The replacement of a burned out electric light bulb in a train order signal requires no special skill. It is just as commonplace as the replacing of a defective electric bulb in one's home. It is not recognized as the attribute of any particular trade or profession. It is a routine function which anyone could well perform. To hold that a carrier must call a skilled employe who might often be a considerable distance away, to replace an electric light bulb of ordinary type, was never contemplated by the Scope Rule. If it should be so construed, we would be well on our way towards the creation of a contractual absurdity by interpretation.

The Board recognizes the necessity of protecting the work of signalmen as it does any other group under a collective agreement. But this does not mean that the simple and ordinary work that is somewhat incidental to any position or job and requiring little time to perform, cannot be performed as a routine matter without violating the current Agreement. To come within the scope of the Agreement it must be work requiring the exercise of some degree of skill possessed by a signalman. * * * The contentions of the organization attempt to draw too fine a line and tend to inject too much rigidity into railroad operation when a reasonable amount of flexibility is essential to the welfare of both the employes and the carrier. We do not think that a proper basis for an affirmative award exists."

See Awards 2031, 2013, 1996 and 1980.

The organization argues that the making of a sequence test is electricians' work. The record shows that a sequence test consists of opening the throttle to see if the engines respond. It likewise requires no special skill or training.

The record further shows that the work involved in this dispute has been performed by employes of many crafts for many years without complaint by the electricians. We think the practice has been to have this work performed as incidental work of several crafts, and that it is not the exclusive work of electricians.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 5th day of September, 1956.