

Award No. 2255

Docket No. 2229

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)

and

ILLINOIS CENTRAL RAILROAD

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement other than Electrical Workers were improperly used to cut electric brake cables between diesel engines and baggage cars and also between two coaches at Carbondale, Illinois, for the period between July 6, 1954 through August 12, 1954.

2. That accordingly the Carrier be ordered to additionally compensate Electrician N. B. Runalls, C. R. Hobbs, Jr., Mike Kovach, H. S. Eaton, E. G. Humphreys, and J. B. Raymond in the amount of 4 hours pay, or a call, for each time claim being presented.

EMPLOYEES' STATEMENT OF FACTS: The work of cutting electric cables has always been performed by the electrical workers in the past. However, in these instances other crafts performed this work at Carbondale.

The dispute was handled with carrier officials designated to handle affairs who all declined to adjust same.

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

POSITION OF EMPLOYEES: It is submitted that the carrier's action is a violation of the current agreement, as according to Rule 117, reading:

"Rule 117. Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and controls, rheostats and controls, transformers, motor generator, rotary converters, electric head lights and head light generators, electric welding machines, storage batteries, axle lighting equipment, electric clocks

equipment does not constitute maintenance, repair or inspection within the contemplation of Rule 71."

The work of connecting and disconnecting brake 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 employes 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.

The claimants are electricians at Carbondale, Illinois. On July 6, 1954, employes other than electricians were used to connect and disconnect electric brake cables in switching cars at this point. Claimants contend the work belongs exclusively to electricians.

The cables in question are 59 inches long. At each end of a cable is a six prong plug. It fits into connecting receptacles located overhead at each end of the passenger and baggage cars. The plugs can be fitted into the receptacles in only one way,—they cannot be improperly connected. The plugs are inserted and removed by hand. Tools are not necessary. To connect and disconnect an electric brake cable requires no repairing, no inspection, no skill, and no electrical knowledge or training. The act of handling electrical equipment such as is here involved does not constitute maintenance, repair or inspection. In the absence of specific agreement, it may be performed by employes to whose duties it is incidental. The rule is correctly applied in Awards 2223, 2064, 2031, 2013, 1996, 1766. On the basis of the reasoning of those awards, the claim must be denied.

Claimants contend that the work is theirs because they have been permitted to perform it for some time. Where work may properly be assigned to two or more crafts, an assignment to one does not have the effect of making it the exclusive work of that craft in the absence of plain language indicating such an intent. Award 7031, Third Division, Award 1626, Second Division. No intent to assign the work to electricians exclusively has been shown by the record.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September, 1956.