

Award No. 2413
Docket No. 2338
2-FEC-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 69, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

FLORIDA EAST COAST RAILWAY

John W. Martin, Trustee

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement the Carrier is improperly assigning other than electrical workers to couple and uncouple electrical control cables, block and unblock electrical reversers and other electrical work in connection with preparing diesel-electric locomotives to be dispatched from the terminal at Ft. Pierce, Florida.

2. That accordingly the Carrier be ordered to discontinue the use of others than electrical workers to perform this work.

3. Compensate furloughed electrician H. V. Pierce and/or subsequent senior furloughed electrician on the basis of the proper hourly rate; eight hours per day; five days per week from April 25, 1955, until such time as the violation is discontinued.

EMPLOYEES' STATEMENT OF FACTS: There is one electrician assigned on first shift, hours 7:00 A. M. to 11:00 A. M., 12:00 Noon to 4:00 P. M., Monday through Friday, at Ft. Pierce Shops. This electrician is assigned to perform electrical work in connection with the maintenance and repair of locomotives and make running repairs to electrical equipment on all passenger and freight trains arriving and departing from Ft. Pierce Terminal.

There is no electrician assigned to the second and third shifts at Ft. Pierce Terminal.

The Florida East Coast Railway Company, hereinafter referred to as the carrier, assigned electricians' work to hostler and hostler helpers on the second and third shifts, which is performed by the electrician on the first shift.

mechanics employed, will, as far as possible, perform the work of any craft that may be necessary.”

Article VII of the August 21, 1954 Agreement likewise sustains the position and contentions of the employes. It provides:

“At points where there is not sufficient work to justify employing a mechanic of each craft the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed.”

The electricians craft is the only craft employed at Fort Pierce entitled to perform the work in question under the provisions of the current shop craft agreement.

Rule 138 provides:

“Electricians’ work shall consist of maintaining, repairing, rebuilding, inspecting, . . . generators . . . motors and controls . . . motor generators, electric headlights . . . storage batteries . . . electric cables . . . including steam and electric locomotives, passenger trains, motor cars . . . and all other work generally recognized as electricians’ work in the Mechanical Department.”

The carrier recognized the work in question as belonging to the electricians in a letter addressed to Hostlers on April 20, 1956 wherein Master Mechanic Schoedinger stated:

“The work performed by Electrician Brown is considered electrician’s work when electrician is available.”

Electrician Brown performed the same work on April 9, 1956 between 7:55 A. M. and 3:55 P. M. that was performed by Hostlers and Hostler Helpers on April 25, 1956 and subsequent dates during periods when an electrician was not on duty. The carrier’s plea that electrician was not available is not supported by the record. Rule 3(c) provides that employes will be called to perform service after regular daily working hours to perform the work of their craft assignment.

The carrier failed to comply with the applicable agreement rules and the claim of the employes must be sustained.

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.

Rule 138(a) describes electrician’s work as maintaining, repairing, rebuilding, inspecting and installing electrical equipment. The work here involved is not covered thereby. It consists of coupling or uncoupling diesel locomotive units and setting certain of their control devices for operation under power or for towing.

The work has regularly been performed by operating employes as well as by mechanics so it has not become exclusively electrician’s work by custom and practice. Under those circumstances the claim is without merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 29th day of March, 1957.

CONCURRING OPINION IN AWARD NO. 2413 (DOCKET 2338)

The entire record in this case, both that submitted by the Employees and by the Carrier, as well as an exhibit of the parts demonstrating the work involved in plugging in jumper cable and blocking and unblocking reversing switch, was given due consideration in the determination of this claim.

The Division had before it in resolving the claim Awards Nos. 1996, 2013, 2031, 2064, 2223 and 2255, in all of which the rules involved were relatively the same.

The decision of the majority is consonant with those awards.

E. H. Fitcher
J. A. Anderson
D. H. Hicks
R. P. Johnson
M. E. Somerlott