

Award No. 3684

Docket No. 3611

2-B&O-EW-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 30, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO. (Electrical Workers)**

THE BALTIMORE & OHIO RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That the Baltimore and Ohio Railroad Company violated the provisions of the current working agreement between the Carrier and System Federation No. 30, particularly Rules 29 and 125, as well as the accepted procedure contained in Carrier's decision dated August 13, 1954, when it assigned other than Electrical Workers to apply and remove diesel electric control jumper cables between units, as well as to perform electrical load and sequence tests on these units at Keyser, W. Va.

2. That accordingly, the Baltimore and Ohio Railroad Company (hereinafter called the Carrier) be ordered to compensate electricians H. L. Wells, C. D. Wilson, A. S. Ravenscroft, A. S. Murray and C. Stickley, Jr. (hereinafter called the Claimants) for four (4) hours prorata, commencing on July 17, 1958 and for each day so long as the violation continues, the distribution to be made on the basis of four (4) hours for one electrician on each date.

EMPLOYES' STATEMENT OF FACTS: At Keyser, W. Va. the carrier employs a force of electricians around the clock, seven days per week to handle routine maintenance work on diesel locomotives as well as other electrical work. This force of electricians are assigned to perform all classes of work including the removal and application of all diesel electric control jumper cables and dynamic braking cables, as well as applying electrical load and sequence tests before units are dispatched from the terminal.

The claimants, during the time of the violation, were working the following assignments:

"H. L. Wells	7 A. M. to 3 P. M.
C. D. Wilson	3 P. M. to 11 P. M.
A. S. Ravenscroft	11 P. M. to 7 A. M.
A. S. Murray	Relief
C. M. Stickley	Relief"

"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."

The carrier respectfully requests that this Division hold the instant claim to be without merit. The carrier petitions this Division that it deny this claim in its entirety.

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.

Parties to said dispute were given due notice of hearing thereon.

Passenger trains operating between Keyser and Grafton require helper engines which are added at either of the points and taken off at the other.

Rule 125 of the Agreement provides that "Electricians' work shall include electrical wiring, maintaining, rebuilding, inspecting and installing of all generators" and other electrical equipment specified.

The contention is that the plugging and unplugging of jumper cables used to connect the helper engines involves inspections and therefore belongs exclusively to Electricians because in disposing of a similar claim on August 13, 1954, R. L. Harvey, Carrier's Manager of Labor Relations, quoted the Motive Department circular of April 5, 1954, as follows:

"It should be understood it is only permissible for employes other than electricians to uncouple and couple these connectors when electrical repairs and tests are not performed. On any trick where electricians are assigned, this work, of course, should be performed by the electrician." (Emphasis by Mr. Harvey)

However, he proceeded to dispose of that claim as follows:

"Further, that when electrical repairs and tests are necessary, electricians are called to perform the work. Your attention is directed to the fact that when there are no repairs and tests to be made there is basically no electricians work to be performed and the connecting of the diesel units by the use of the jumper cable is similar to that of plugging a lamp or electric fan socket into a receptacle.

"In view of the circumstances I do not feel that the mere insertion of the portable jumper cable into a plug already installed on the

diesel units is exclusively work of electricians nor do I feel that Rules 125 and 126 of the Shop Crafts' Agreement have been violated. To adhere to your request that electricians alone be permitted to connect or disconnect these portable jumper cables in the absence of any electrical repairs and tests, certainly would have the effect of seriously impeding the operation of train and switching movements. Therefore your request is declined."

Thus the precedent cited does not support this claim, but is directly contrary to it, and apparently was not appealed. The cases are identical; no electrical repairs, tests or inspections were involved, the only requirement being the checking of engine controls to ascertain that positive connection was made.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 15th day of February 1961.