Award No. 3824
Docket No. 3632
2-IC-EW-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That the current agreement was violated and Electrician O. L. Lockett was unjustly treated when a motor car repairman of the Maintenance of Way Department was assigned to service a defective electric generator on a tie tamper machine at Wheatcroft, Kentucky, on July 21, 1958.

2. That accordingly the Carrier be ordered to compensate Electrican O. L. Lockett at the pro rata rate of pay for eight (8) hours for July 21, 1958.

EMPLOYES' STATEMENT OF FACTS: O. L. Lockett, hereinafter referred to as the claimant, is employed as an electrican by the Illinois Central Railroad, hereinafter referred to as the carrier, and is assigned on the Kentucky and Mississippi Division.

On July 21, 1958, the carrier encountered trouble with tie tamper generator #7487, located at Wheatcroft, Kentucky, due to grounded coils caused by moisture. An employe of the Maintenance of Way Department, employed as a "Motor Car Repairman" took a replacement generator from Paducah, Kentucky to Wheatcroft, Kentucky, removed the defective generator, installed the replacement generator and returned the defective generator to Paducah, Kentucky.

The claimant's name is carried on the Paducah Shop seniority roster and, while working in the Paducah shop, is covered by Maintenance of Equipment Department Agreement, which is identified as the Section "A" Agreement.

At only one point on the carrier's property is a separate force of electrical workers maintained to perform the electrical work in the Maintenance of Way Department. This point is the Chicago Terminal area, where a separate seniority roster is maintained, and the electrical workers are covered by the Section "B" Agreement.

At all other points, the Maintenance of Equipment Department electrical workers are assigned to perform the electrical work in the maintenance of Way

(c) From carrier to secretary-treasurer of System Federation No. 99 dated January 24, 1949.

These letters are clear and unambiguous. They show the electricians' craft recognized that only work involving **electrical repairs** comes within their jurisdiction, which is not the case in the dispute presently before the Board.

CONCLUSION: This claim represents an effort on the part of the International Brotherhood of Electrical Workers to change the agreement and to impose an unrealistic and inefficient practice on the carrier.

In its submission, carrier has shown that:

1. The work involved herein is not covered by the classification of work rule relied on by the employes.

2. The work has not been reserved exclusively to electrical workers.

3. All "Electrical Work" or "Service" necessary on the defective generator involved in this dispute was performed by employes of the electrical craft. (See original claim letter dated July 24, 1958, quoted in Carrier's submission.)

4. The work in question is of such a nature that it is recognized as work incidental to more than one craft.

5. There is no basis upon which the electrical workers can assert an exclusive right to the involved work.

Were it not for the fact that this claim should be dismissed for lack of jurisdiction, it would be without merit under the terms of the effective agreement as no work exclusive to "Electrical Workers" was performed by motor car repairmen.

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.

Parties to said dispute waived right of appearance at hearing thereon.

A defective generator on the power unit interrupted the operation of a tie tamping machine near Wheatcroft, Kentucky, and a motor car shop employe at Paducah was instructed to take another generator unit to Wheatcroft and exchange it for the defective generator, which was then taken to the electric shop at Paducah for repair by electrical employes.

The work required was that of loosening and removing four bolts, lifting the defective generator and replacing it with the new generator, and perhaps,

also as asserted by the Employes in rebuttal, the removal and replacement of a stud by which the wires leading to the outlet box were fastened to the motor.

It is not contended that the work required any electrical skill, knowledge or training or involved any servicing, testing or repair of the generator. Such work is not set out in their scope rule as belonging to electricians and is not exclusively their work.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 19th day of September, 1961