

Award No. 5177

Docket No. 4942

2-BRofC-EW-'67

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 130, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Electrical Workers)**

THE BELT RAILWAY COMPANY OF CHICAGO

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the terms of the Agreement, the Carrier erred when they allowed or assigned Relief Foreman Mr. H. J. MacPherson to perform electrical work May 30, 1964.

2. That accordingly the Carrier be ordered to compensate Electrician Mr. W. Mayo, five (5) hours at his regular straight time.

EMPLOYEES' STATEMENT OF FACTS: Mr. W. Mayo, hereinafter referred to as the Claimant, is an hourly rated employee regularly employed by the Belt Railroad Company of Chicago, in the Mechanical Department facilities at Clearing, in or near the City of Chicago.

This Carrier maintains at this Clearing location in their Locomotive Department section of their Mechanical Department, two (2) shifts. The first shift starts at 8:00 A. M. and ends at 4:30 P. M., with 30 minute lunch period. The second shift begins at 8:00 P. M. and ends at 4:30 A. M., leaving the shop void of the services of a mechanic or any other Mechanical Department employee. The above shifts and hours of shifts are Monday through Sunday, except holidays, and at which times the Carrier only elects to work such employees of the Carrier as they deem the service demands. On the day of this dispute, it was a holiday.

The Agreement effective September 8, 1950, as subsequently amended, is controlling.

POSITION OF EMPLOYEES It is submitted that under the provisions of the Agreement, Rule 19, second paragraph, reading as follows:

"None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft."

It is further submitted that under the provisions of Rule 81 of the same Agreement, reading as follows:

In that case, as in the one before your board here, no electrical repairs, tests or inspections were involved, the only requirement being, as stated in the claim: "apply and remove control jumper cables between units, as well as to perform electrical load and sequence tests on these units." The claims were denied.

In the handling of this case on the property, the employes called attention to a claim filed previously for an electrician because on July 2, 1963 a foreman was observed

"laying out the welding cables to the truck of Engine 476. Then hooked these cables to the traction motor of this truck and ran the truck out from under the engine #476 to the grinder."

In the discussion of this case information was developed that more than merely hooking up the cables was involved in the Foreman's performance. The claim was allowed. Carrier asserts the circumstances and work performed by the Foreman was not the same or of the same nature and that the settlement of that claim which was paid **without prejudice** did not set any binding precedent in the determination of the validity of the claim now before the Board.

The Carrier asserts affirmatively that all information contained in this submission has been made known to the employes and made a part of this dispute.

Oral hearing not desired unless requested by the employes.

(Exhibits not reproduced.)

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.

It was here alleged by Employees that the applicable Agreement between the parties, in particular Rules 19 and 81, were violated when Relief Foreman, Mr. H. J. MacPherson, placed "in parallel or in multiple two (2) Diesel locomotives 521 to 522 and vice versa" and removed "from parallel or multiple, Diesel locomotives 520 - 523." As a consequence, claim was filed "to compensate Electrician, Mr. W. Mayo, five (5) hours at his regular straight time."

From the record we learn that the work in question consisted of plugging in and unplugging jumper cables between certain Diesel locomotives of numbers paired as above mentioned.

The situation here presented does not disclose facts materially different from those considered by this Board when deciding Awards 2223, 2413 and

3684. See also First Division Award 20512. We cannot find that such work with jumper cables belongs exclusively to electricians.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 26th day of May 1967.