Award No. 5574
Docket No. 5378
2-IC-EW-'68

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee George S. Ives when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Electrical Workers)

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier violated the current agreement at Weldon Coach Yard on May 11, 1965, when Electricians were not furnished sufficient competent help to handle their work and Supervisors performed Electricians' work.

2. That at Weldon Coach Yard the Carrier be ordered to furnish the Electrical Workers sufficient competent help when needed and stop using Supervisors to perform Electricians' work.

That the Carrier be ordered to compensate Electricians J. Hall, Employe Number 108648, and J. Mehas, Employe Number 106088, for four (4) hours each at the rate of time and one-half.

EMPLOYES' STATEMENT OF FACTS: Electricians J. Hall and J. Mehas, hereinafter referred to as the Claimants, are employed at Weldon Coach Yard by the Illinois Central Railroad Company, hereinafter referred to as the Carrier.

That on May 11, 1965, Carrier's Dining Car Number 4202 was placed on track number 13 for change of generator. Three Electricians were assigned by Carrier's Supervisors to apply (install) this 35 KW generator and were in the process of doing so when one (1) of the Electricians was removed from this job by the Supervisor, before this generator was in place, and ordered to report to the depot for other duties.

The Electrical Supervisor did not furnish sufficient competent help to install this two ton or more mass of of iron and copper. The Electrical Supervisor did perform Electricians' work in assisting the Electricians in moving this generator onto its mountings. Claimants were available and could have been called in on overtime to help handle this work.

The statements of the four supervisors clearly refute the union's unsupported and irrelevant opinion that more than two electricians are needed to install ten to thirty-five kilowatt generators.

SUMMARY AND CONCLUSION

The union's attempt to penalize management when supervisors acted to protect electricians in an emergency must be denied.

It is uncontroverted that there was an emergency on May 11, 1965. It is also well settled that management has the right to "take any action deemed necessary" in an emergency.

In addition, the supervisors, in taking the necessary action they did in the emergency, did not even perform work exclusively reserved electricians.

Lastly, even though it has no bearing on the issue, the company has shown that the union's opinion regarding the necessity for more than two electricians in the installation of ten to thirty-five kilowatt generators is as meaningless and unfounded as its other allegations.

The company asks the board to deny the union's claim.

(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.

Petitioner contends that Carrier violated Rules 33 and 53 of the Schedule of Rules Agreement between the parties when two Supervisors assisted two Electricians in moving a 35 KW generator onto mountings at Carrier's Weldon Coach Yard on May 11, 1965. Claimants are named electricians employed at Carrier's Weldon Coach Yard for whom Petitioners seek four (4) hours' compensation each at the time and one-half rate.

Carirer avers that two Supervisors merely aided two Electricians remedy an emergency situation which arose as two Electricians lowered the generator into mounting brackets and the four wheel jack on which said generator was balanced began to roll.

Furthermore, Carrier urges that the disputed work does not belong exclusively to electricians either through established practice or under the electricians' scope rule set forth in Rule 117 of the Schedule of Rules Agreement. Carrier also denies that Rule 53 of the Agreement was violated as alleged by Petitioner because electricians were not furnished with sufficient competent help to handle the disputed work.

The pertinent language in the Schedule of Rules Agreement reads as follows:

"RULE 33.

ASSIGNMENT OF WORK

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employes employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts."

"RULE 53.

HELP TO BE FURNISHED

Craftsmen and apprentices will be furnished sufficient competent help when needed to handle their work."

"RULE 117.

CLASSIFICATION OF ELECTRICIAN

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 generators, rotary converters, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; air conditioning equipment, automatic train control on locomotives, inside and outside wiring at shops, buildings, yard, and on structures and all conduit work in connection therewith, steam and electric locomotives, passenger train and motor cars, electric tractors and trucks, bonding of cables, including cable splicers, high tension power house and substation operators, high tension linemen, electric crane operators of cranes of forty (40) ton capacity or over who perform minor electrical repair work on such cranes, and all other work generally recognized as electricians' work.

The above shall not apply to power supply facilities used exclusively for signal and interlocking purposes which are beyond the switch supplying these facilities, but does apply to general lighting."

The fundamental facts involved in this dispute are not in issue. While the electricians were installing a 35 KW generator to Carrier's Dining Car No. 4202 on May 11, 1965, an emergency situation arose which was observed by two supervisors, who properly assisted during said emergency by holding the generator to prevent it from falling so that the two electricians could attach it to mounting brackets. Petitioner does not question the propriety of supervisors assisting during emergency situations but urges that the emergency here, if any, was caused by Carrier's failure to provide sufficient electrical help to handle the disputed work which belongs exclusively to electricians.

The thrust of Petitioner's case is bottomed on the premise that the Carrier improperly removed one electrician from the assignment prior to completion of the installation, which resulted in the emergency situation necessitating the assistance of other than electricians to complete the installation.

The record clearly reveals that an emergency situation existed when the two supervisors assisted assigned electricians on May 11, 1965. It is well established that Carriers have broader latitude in assigning employes during emergency situations than under normal circumstances. Here the supervisors were not assigned to perform the disputed work, but actually volunteered when the emergency arose to avoid serious damage to Carrier's property and possible personal injury to other employes. Such responsive action on the part of the supervisors was proper during an emergency situation even if Petitioner were to establish that the disputed work belongs exclusively to electricians.

As to the question of exclusivity, the record discloses that the supervisors merely held the generator while assigned electricians attached it to mountings. Such routine work did not involve or require skills or training possessed by electricians and is not expressly covered by the Electricians' Scope Rule as set forth in Rule 117 of the Agreement. Consequently, the disputed work did not belong exclusively to the Electricians' craft as alleged by Petitioner. (Awards 3824 and 3950.)

Finally, Petitioner asserts that Carrier's original assignment of three (3) electricians to the installation of the generator creates a conclusive presumption that the job required three (3) men, and that Carrier violated Rule 53 of the applicable Agreement by withdrawing one electrician from the job prior to completion.

Carrier contends that the electricians' schedule does not specify the number of men required to constitute sufficient competent help, and that experience has established that only two men are normally required to install 35 KW generators. Petitioner has the burden of establishing through probative evidence that Carrier failed to furnish competent help to install the 35 KW generator, and the original assignment of three (3) electricians to this particular job does not overcome conflicting evidence offered by Carrier to support its contention that only two men are generally required to perform such an assignment. Thus, we must conclude that Petitioner has failed to meet its burden of proving that Carrier violated Rule 53 of the Agreement.

In view of the foregoing, the instant claim will be denied.

AWARD

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 14th day of November, 1968.

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