Award No. 5605
Docket No. 5419
2-CB&Q-EW-'68

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Francis B. Murphy when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 95, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Electrical Workers)

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That in violation of the current agreement, the carrier improperly assigned Foreman W. C. Allen to perform work recognized as Electrician's work on September 9, 1965, while riding on an A.A.R. car from Aurora, Illinois to Galesburg, Illinois and return.

2. That, accordingly, the carrier be ordered to compensate Electrician W. F. Henry for eight (8) hours at time and one-half rate for September 9, 1965.

EMPLOYES' STATEMENT OF FACTS: Electrician W. F. Henry, hereinafter referred to as the Claimant, is regularly employed as an Electrician by the Chicago, Burlington and Quincy Railroad Company, hereinafter referred to as the Carrier. The Claimant is assigned to the Carrier's roundhouse at Aurora, Illinois, and works a regular eight hour shift and forty hour week with two rest days per week.

On September 9, 1965, A.A.R. personnel, Mechanical Inspectors, Shop Supervisors, and Foreman W. C. Allen made a round-trip on an A.A.R. car from Aurora, Illinois to Galesburg, Illinois. This A.A.R. car had been overhauled at the Aurora Shop and was taken out for a shake down run in order to test its performance. While riding in the car, Foreman W. C. Allen performed work on electrical equipment on instructions from the Shop Superintendent. This electrical work consisted of changing wires around, adding wires, checking regulators, adjusting for correct voltage, taking a timing device out, and adding a new timing relay.

The Claimant's position is bulletined as "Testing Cars" and the work performed by Foreman W. C. Allen in the instant claim falls in this job classification.

ther of these cases was a carman or any other mechanic assigned. Therefore, the Organization cannot make a contention that Foreman Allen on September 9, 1965 was used in a manner which violated the Agreement at page 92 of the schedule. In that Agreement, it will be recalled, " * * * that foremen will not be permitted to perform the work that is normally required of mechanics or helpers, **thereby displacing an employe** in these classifications." No mechanics are ever used on the shakedown trips and, therefore, none was displaced.

In each of the two claims which were withdrawn by the Carmen's Organization, that Organization agreed that the shakedown did not constitute work "generally recognized as carmen's work" within the meaning of their Classification of Work Rule. By the same token, this Board must agree with the Carrier's position that the assignment of Foreman Allen on September 9, 1965 to the shakedown trip with the A.A.R. research car, did not constitute the performance of "work generally recognized as electricians' work" within the meaning of Rule 70. Electricians have never before been used in this manner.

In conclusion, the Carrier sums up its position as follows:

1. There was no mechanics' work done on this shakedown trip with the A.A.R. research car, Aurora to Galesburg and return on September 9, 1965.

2. Additional work was performed on this car at the Aurora Shops after this shakedown trip, including the necessary testing in the shop.

3. It has never been the practice to assign mechanics to shakedown trips of this nature, and the work performed on this trip was, therefore, not "generally recognized as electricians' work."

4. The Carmen's Organization has withdrawn two previous claims on the property, similar in every respect to the case at bar. That Organization has recognized that this work is not within the Classification of Work Rules.

For these reasons, this claim must be denied.

All data herein and herewith submitted has been previously submitted to the Organization.

(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 were given due notice of hearing thereon.

The petitioners in their prosecution of this claim rely upon the provisions of Rule 27, a letter of understanding dated July 21, 1953, and Article III of Mediation Agreement A-7030, a National Agreement dated September 25, 1964.

With this background, we examine what in large part are undisputed facts.

(1) The A.A.R. Inspection Car left Aurora, attached to the rear of a passenger train, at 12:17 A. M., September 9, 1965. It was returned to Aurora, on a passenger train, arriving at Aurora at 6:50 A. M., September 9, 1965. The elapsed time from departure to return was 6 hours, 33 minutes.

(2) The parties are in substantial agreement as to the work performed. We take cognizance of this particular part of Carrier's Exhibit No. 1 only simply because it coincides with the employes' description of the disputed service, and we will not admit any other statement therein contained because, we believe, as Employes contend, that it is not admissible.

(3) The employes, at least tacitly, admit that service on line of road, similar to that here involved, has heretofore been performed without complaint on the part of the employes.

(4) The Carrier contends that the disputed service was performed on line of road, passing through numerous points where mechanics are not employed. The employes rely upon Article III of Mediation Agreement A-7030, which permits foremen to do mechanics' work ". . . at points where no mechanics are employed." **It has no application to the performance of mechanics' work by foremen at points where mechanics are employed, such as Aurora.**

(5) The record is silent as to what, if any, work was performed at Aurora.

Article III of Mediation Agreement A-7030, relied upon by the Employes, permits foremen to perform mechanics' work up to 20 hours a week for two shifts, or 60 hours for all shifts, at points where mechanics are not employed. Their citation and reliance on this rule defeats the claim because, as before stated, the work involved more than likely consumed only a few minutes, and the very maximum, assuming the work was continuous from time of departure from Aurora until return to that point, could not have exceeded 6 hours, 33 minutes. There was no violation of this provision, and other rules cited will not support the claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 17th day of December, 1968.

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