

Award No. 5655

Docket No. 5514

2-IC-EW-'69

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the current agreement at Paducah, Kentucky, on August 20, 1965, when it assigned other than Electricians to disconnect the wiring and remove the coil, field and armature from the photo developing machine, located at the Freight House.

2. That the Carrier be ordered to compensate Electrician H. S. Hook for four (4) hours at the time and one-half rate and in the future refrain from using other than Electricians to perform Electricians' work.

EMPLOYEES' STATEMENT OF FACTS: That on Friday, August 20, 1965, the Illinois Central Railroad Company, hereinafter referred to as the Carrier, assigned other than Electricians to **disconnect the wiring and remove the coil, field and armature** from the photo developing machine which is located at the Carrier's Freight House at Paducah, Kentucky.

That other than Electricians did perform this Electricians' work.

That on Saturday, August 21, 1965, this was investigated by the Electrical Foreman with an Electrician and the bad order coil was replaced on Monday, August 23, 1965, by an Electrician.

This claim has been handled with all of the officers of the Carrier designated to handle such matters, including Carrier's highest designated officer, all of whom have declined to make satisfactory adjustment.

The agreement effective April 1, 1935, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is respectfully submitted that the pertinent part of Rule 33 of the Schedule of Rules, reading:

"None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rule of each craft * * *,"

C. The Proper Claimant

Even if the union were to prove a valid claim, the claim in behalf of Electrician Hook is invalid. Electrician Hook was off duty at home when the incident occurred. Obviously, if there were as the union contends an immediate need for an electrician, the company would have called an on duty electrician instead of the claimant. Since the union cannot prove that Mr. Hook has been injured and suffered loss in pay, his claim would not be payable even if the union proved a violation.

SUMMARY AND CONCLUSION

The company has conclusively shown that the work performed by the machine operator is not within the Electricians' classification of work rule, but the union cited no evidence to support its position. The work is of such an unskilled nature that it does not belong exclusively to any craft, and could have been performed by anyone. The claim, therefore, is clearly invalid and must be denied.

The company has also shown that even if the union had proved exclusive right to the work, the work was unnecessary. Before the company called an electrician, it would have instructed the clerk to pull the plug.

Finally, the claim is invalid on its face because the union did not prove that the claimant suffered loss in pay.

(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.

The Employes allege that:

On claimed date, the operator of a microfilm developing machine was "assigned by Carrier" to "disconnect the wiring" and remove the "coil, field and armature."

Carrier finally settles on a statement of facts in contravention and gives the Board to be informed or to know that:

A clerk-operator, while operating the machine, was alerted to smoke and, upon investigating, discovered that a coil (or solenoid) had fallen from its vertical position in a small electrical field. He acted on "impulse" and hastily "jerked it loose," to prevent further damage to the machine which would have resulted if he had pulled the plug from its receptacle without removing the smoking coil; or had taken time to disconnect the wiring.

The parties agree that the damage which had been done was investigated by the Electrical Foreman with an Electrician, and the bad order coil was later replaced by an Electrician.

The Employees cite and rely on Rule 33, Schedule of Rules, as superseded by Article III of the September 25, 1964 Agreement; also, Classification of Electrician Rule 117.

The record and the Rules in dispute do not support the Employees' position, for the machine operator did not perform an electrical work function on assignment.

AWARD

Claim (1) denied.

Claim (2) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois this 28th day of March 1969.