

Award No. 6182

Docket No. 6062

2-HB&T-EW-'71

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

HOUSTON BELT & TERMINAL RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Houston Belt & Terminal Railway Company violated the current agreement when they assigned Carman John H. Qualls to perform work within the scope of the Mechanical Department, Electrical Workers.

2. That accordingly, the Houston Belt and Terminal Railway Company be ordered to compensate Electrician O. A. Stark in the amount of four (4) hours at the over-time rate for Monday, September 28, 1969.

EMPLOYES' STATEMENT OF FACTS: Electrician O. A. Stark, hereinafter referred to as the Claimant, is employed by the Houston Belt and Terminal Railway Company, hereinafter referred to as the Carrier as an Electrician in the Mechanical Department at Houston, Texas.

On Monday, September 28, 1969, the carrier elected to replace the flood lights on MP X-156 Wrecker Boom. The carrier assigned Carman Qualls to perform this electrical work, which is clearly spelled out in Rule 100, Classification of Work — Electrical Workers, and has been recognized as electrician's work prior to the date of this claim.

There is a force of electricians employed by the carrier at the same location as the Carmen who performed the work in question.

The agreement effective September 1, 1949 is controlling.

POSITION OF EMPLOYES: Rule 100 in the controlling agreement of September 1, 1949 reads:

"RULE 100.

CLASSIFICATION OF WORK — ELECTRICAL WORKERS

Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing all electric wiring of generators,

NOTE: Where it is definitely determined that the organizations parties to this Agreement are now doing and have regularly done work in the yards and buildings not under coverage as limited above, the Carrier will continue to recognize the right of the respective craft to do such work, provided such work is not within the coverage of some other agreement in effect as of the date of this Agreement.

EFFECTIVE SEPTEMBER 1, 1949"

POSITION OF CARRIER: On the date that the wrecker equipment returned to the Milby Street Wrecker Storage track, Wrecker Engineer Qualls performed the routine duties of placing equipment in order, this being necessary work in connection with Missouri Pacific Unit 156. This has always been the method of handling and repairing various appurtenances that are in need of attention upon arrival at the tie-up location. Carrier's position was set forth in a letter dated February 25, 1970 and to avoid repetition it is still our position since no violation of any working agreement as stated in this claim and all work performed was covered under the current working agreement, Rule 50, Paragraph (b) and also Page 1, first paragraph as previously quoted. Certainly, there can be no claim for any electrician or can there be any claim upheld for electricians as set forth in this case as there has been no violation of any of the current agreements and carrier requests that claim as presented be declined.

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.

Invocation of Rule 50 by Carrier as justification for the instant work assignment to a Carman is not appropriate.

The specific work involved in the instant claim falls within Rule 100 contained in the controlling Agreement of September 1, 1949, and therefore the Board is sustaining Part 1 of the Organization's claim.

However, the Board finds no substantive grounds for sustaining the Organization's claim for compensation in the specific claim before it.

AWARD

Part 1 of Organization's claim sustained.

Part 2 of Organization's claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 29th day of October, 1971.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.