

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

Parties to Dispute: ( International Brotherhood of Electrical Workers  
( Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rules 25 (a), (b), and (c), 26 (a) and (b), 106, and 107 (a) of the June 1, 1960 controlling agreement; Rule 100 of the Uniform Code of Safety Rules effective January 1, 1971 when Carrier assigned Laborer L. Morrow to perform electricians' work Friday, January 13, 1978, thus, depriving Electrician J. E. Murski of his contractual rights under the Agreement at Houston, Texas.
2. That, accordingly, Carrier be ordered to compensate Electrician J. E. Murski four hours (4') at the existing rate for electricians (\$7.66 per hour) for January 13, 1978.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 Organization alleges that Carrier violated Rules 25, 26, 106 and 107 of the controlling agreement when the Carrier's Car Foreman allegedly assigned a Laborer to perform work exclusively reserved to electrical workers by both Rule 107(a) and historical practice. The facts are not in dispute. On January 13, 1978, in the Car Department at Settegast Yard, the Car Foreman directed a Laborer to jump start the AC forklift. The Laborer complied with the order by connecting jumper cables from the battery of the forklift to the battery of another vehicle. The Laborer was then able to start the forklift engine.

The Organization contends the work of starting any shop vehicle through the use of jumper cables is specifically reserved to electricians under Rule 107(a). Also, the Organization argues that on this property at Settegast Yard, electrical workers have exclusively, customarily and historically performed the disputed work. As a consequence of the Carrier's alleged improper assignment of work, the Organization urges us to award Claimant four hours compensation at the straight time, existing rate of pay.

The Carrier asserts that work consisting of the jumping of batteries on automotive type vehicles is not expressly covered by Rule 107(a). Further, according to the Carrier, a variety of crafts and classes have, in the past, performed this relatively simple procedure to expeditiously start vehicles which they operate. The Carrier, to justify its assignment of the work, compares the work of jump starting the forklift with plugging in equipment. Both are elementary tasks requiring no electrical training or skill.

The Organization relies primarily on the portion of Rule 107(a) which states:

"(a) Electricians' work, including regular and helper apprentices, shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all ... storage batteries ... and all other work properly recognized as electricians' work."

Rule 107(a) does not expressly classify the disputed work to electricians. The connection of jumper cables between two batteries did not constitute maintaining or repairing the battery in the forklift. See Second Division Award No. 3684 (Johnson). The use of jumper cables merely permitted the Laborer to start the forklift without repairing whatever defect had caused low voltage in the battery. Thus, since the disputed work is not within the confines of Rule 107(a), the Organization must demonstrate that electrical workers have historically, customarily and traditionally performed the work on a system-wide basis. Second Division Award No. 7709 (Franden).

Both parties have presented extensive evidence in the form of statements from supervisors and employees regarding who has historically performed the work. (The Organization has objected to some of the statements submitted by the Carrier as new matter which was not handled on the property. We have disregarded some of the Carrier's evidence.) We rule the Organization has not satisfied its burden of proof. While there is some evidence that electricians have almost always been called to jump start vehicles in this Car Department, many crafts have performed the work at other points along the system. Thus, this particular work does not exclusively belong to electrical workers on this property.

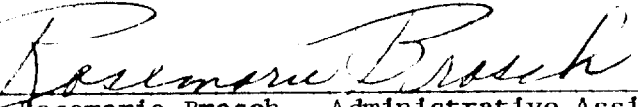
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of March, 1982.