

The Second Division consisted of the regular members and in addition Referee Carlton R. Sickles when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(Baltimore and Ohio Railway Company

Dispute: Claim of Employees:

1. That the Baltimore and Ohio Railroad Company violated the current agreements, particularly Rule 125 of the Shop Crafts Agreement when they assigned Machinists to perform a 30 day FRA Inspection on Unit 6956 at New Castle, Pennsylvania, and sign FRA Form F 6180-49. The electrical work included items 6 through 9, electrical control and power equipment and control and power circuits.
2. That accordingly the Baltimore and Ohio Railroad Company be ordered to additionally compensate Electrician H. H. Riley in the amount of two (2) hours and forty (40) minutes at the time and one-half rate for November 11, 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 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.

Claimant alleges that it is a violation of the Agreement between the carrier and the organization for any craft other than electrician to perform the thirty-day FRA Inspection, in particular Items 6 through 9 on Form F-6180-49. Claimant further alleges that to allow anyone but an electrician to perform this inspection is in violation of Federal law.

Rule 125 of the Shop Crafts Agreement provides that, among other functions, the electrician's work shall include "inspecting" of various electrical devices.

The claimant contends that this clear language is also supported by the past practice of using electricians to perform this thirty-day inspection.

The carrier contends that the Federal law does not require that a specific classification of employe perform the thirty-day inspection as required. Since we find no support for the requirement other than the allegation of the claimant, we accept the Carrier's contention in this regard.

The carrier further contends that there is a distinction between the mere visual inspection of the items required in the thirty-day inspection as compared with the testing and maintaining of these pieces of equipment. Carrier contends that it has always and continues to recognize that any inspection in the form of testing and any work in connection with the maintenance of this equipment is clearly the electrician's work and will continue to be assigned to the electrician, but that because at one time the procedure was to do the maintenance work in connection with and at the same time as the thirty-day inspection, that this does not preclude it from separating out the maintenance work from the thirty-day inspection. We accept the proposition that the carrier may change its procedures as to the frequency of the maintenance of its equipment, barring no contractual requirement to the contrary, which apparently is the case here. This narrows the issue to the question as to whether visual inspection alone is the exclusive work of electricians. This is further supported by the fact that although the grievance refers to the testing of the various equipment when this was contested by the carrier, it was not refuted by the claimant. We accept the carrier's position that, in the event there is to be testing as well as visual inspection or maintenance in connection with such inspection, this work would be clearly the work of the electrician and that it proposed to so perform in the future.

Accepting then that we are simply talking about the visual inspection of certain equipment, then the question is whether the word "inspecting" in the scope rule can or has been in any way limited by the action of the parties which would be controlling in this instance. On its face, there is no limitation of the word "inspecting" in the Agreement; however, the organization has put forth the argument that there is no difference between the daily visual inspection of the equipment and the thirty-day inspection required by the law, merely that a form has to be filled out in connection with the latter. The claimant has indicated that the thirty-day inspection cannot be put in the same category as the daily inspection; however, it is not clearly apparent as to why one is any different than the other. If there is a daily visual inspection performed of the designated equipment by other than electricians and this is not a violation of the Agreement, then it is difficult to determine why the thirty-day visual inspection would be covered by the Agreement.

The claimant's general support for his proposition is the historical use of electricians to perform this visual inspection function. The supporting evidence is incomplete in that the carrier has refuted the allegations made by the claimant, the support for the claimant's position has been limited to a few locations, and one of the affidavits clearly indicates that it is not unusual for other than electricians to perform a visual thirty-day inspection.

Upon review of all arguments of the parties, we hold that the claimant has not established that the work of inspecting in compliance with the thirty-day inspection requirement by Federal law is other than visual inspection or is substantially different from daily inspection which it concedes is not a violation of the agreement.

Form 1
Page 3

Award No. 9088
Docket No. 8850-T
2-B&O-EW-'82

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 19th day of May, 1982.

