

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  
( Kansas City Southern Railway Company  
( Louisiana and Arkansas Railway Company

Dispute: Claim of Employees:

1. That the Kansas City Southern Railway Company violated Rules 28 (a) (1), 29 (a), 61, and 62 (a) of the April 1, 1980 controlling agreement when they assigned Machinist Bowman and Machinist Apprentice Wright to perform electricians' work on Monday, August 11, 1980, thus, depriving Electrician J. Barton and Electrician G. King of their contractual rights under the provisions of the Agreement at Shreveport, Louisiana.
2. That, accordingly, Carrier be ordered to compensate Electrician J. Barton and Electrician G. King two hours and forty minutes (2'40") each at the overtime rate for Monday, August 11, 1980.

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 Carrier assigned a Machinist and a Machinist Apprentice to disconnect the electrical leads (which run from the main generator to the traction motor) as part of the Machinists' overall assignment of changing the truck of Engine No. 622 at the Carrier's Shreveport Diesel Shop. Disconnecting the leads consumed less than one-half hour of time and the total truck change assignment took approximately two hours on August 11, 1980. Claimants are two Electricians stationed at the Shreveport Diesel Facility and they each seek two hours and forty minutes of pay at the overtime rate arising out of the Carrier's alleged misassignment of work reserved exclusively to the electrical craft pursuant to Rule 62(a) of the applicable agreement.

The Organization argues that the disconnection of electrical leads is reserved exclusively to Electricians by both Rule 62(a) and historical practice. In addition the Organization asserts the disputed work was not governed by the incidental work rule (Addendum No. 10 of the applicable agreement) not only because Engine No. 622 was in the shop for major repairs but also because the Shreveport Diesel Shop is not a running repair facility. The Carrier contends it has brought forward sufficient proof that Shreveport is both a heavy repair and running repair shop. Therefore, the Carrier claims it could assign Machinists to disconnect the leads incidental to their primary assignment of changing the truck. The Machinists' Organization did not take a position in this dispute.

In two previous decisions, this Board has ruled that the disconnection of electrical leads could be classified as incidental work provided the work is performed as part of a running repair at a running repair location (assuming the other elements of the incidental work rule have been satisfied). See Second Division Awards No. 7610 and No. 8316. The Carrier has presented sufficient evidence that its Shreveport Diesel Shop is utilized for running repairs as well as major repairs. Since the disputed work in this case was a minor task incidental to the main assignment of changing the truck at a running repair facility, we must deny the claim.

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 - Administrative Assistant

Dated at Chicago, Illinois, this 28th day of July, 1982.