

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 9458
Docket No. 9176-T
2-CMStP&P-EW-'83

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

Parties to Dispute: { International Brotherhood of Electrical Workers
{ Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company violated the current agreement when Carman Robert Buschman and Blacksmith Louis Switalski were assigned to perform electrical work on welding machines in the Freight Car Shop (CD-50) in Milwaukee Shops; the work claimed should have been properly assigned to Electricians Ervin Francisco, Mark Mumdt, Terrance S. Takacs, Phillip Rinke, Patrick Fortier, and Randall Van Dusen.
2. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be ordered to compensate the above referred to Electrical Workers for the following dates during which the Chicago, Milwaukee, St. Paul and Pacific Railroad Company violated the Agreement at eight (8) hours per day at the prevailing rate at time and one half.

Ervin Francisco, December 18, 19, 20, 21, 1978

Mark Mumdt, December 22, 26, 27, 28, 1978

Terrance S. Takacs, December 29, 1978/January 2, 3, 4, 1979

Phillip Rinke, January 5, 8, 9, 11, 1979

Patrick Fortier, January 12, 15, 16, 17, 1979

Randall Van Dusen, January 18, 19, 22, 23, 1979

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 pivotal question in this dispute is whether the connecting of a welding lead to a welding machine is work exclusively reserved to the electrical workers. On the dates cited in Petitioners' Claim, Carrier assigned a Carman and a Blacksmith to hook up the electrical leads to the 13 new welding machines purchased for use in Carrier's Freight Car Shop. Petitioners argue that

assigning other employees to perform this work violated Rule 71 of the Electrician's controlling agreement, which provides in part, that Electrician's work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing electrical welding machines. Petitioners assert that the Blacksmiths and Carmen's craft classification of work rules do not refer to the maintenance or repair of electrical welding machines and aver that Rule 33 of the Safety Rules (Form 2983) permits only qualified employees to perform work on electrical conductors and apparatus of any kind.

Carrier contends that the Electrical Workers Agreement was not violated since the work performed by the carman and the blacksmith merely amounted to connecting a male lug with a threaded end into a female lug cable located on the machine. It asserts that this work was no different than connecting a garden hose to a water faucet and argues that it did not involve any of the work classification duties delineated in Rule 71.

The Carmens' Organization as an interested third party, apprised the Board that this work did not involve the repairing, modifying, building or dismantling of electrical machinery, which it readily conceded belonged to the Electricians' craft, but work which was routinely performed by Carmen.

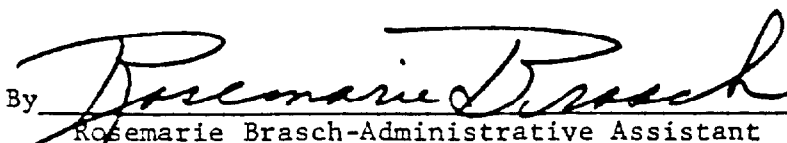
In our review of this case, we concur with Carrier's position. The work performed on the claimed dates was not work which could be plainly identified as maintaining, repairing, rebuilding, inspecting and installing electrical welding machinery, since by definition these work assignments involve technical skills perceptively distinguishable from the perfunctory task of connecting a welding lead to a welding machine. In the absence of a past practice, which unmistakably shows that this type of work was consistently performed by the electricians on a system wide basis or clear and unambiguous contract language which reserves such work to them, we must, of judicial necessity, 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 4th day of May, 1983.

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

Parties to Dispute: { International Brotherhood of Electrical Workers
Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company violated the current agreement when Carman Robert Buschman and Blacksmith Louis Switalski were assigned to perform electrical work on welding machines in the Freight Car Shop (CD-50) in Milwaukee Shops; the work claimed should have been properly assigned to Electricians Ervin Francisco, Mark Mundt, Terrance S. Takacs, Phillip Rinke, Patrick Fortier, and Randall Van Dusen.
2. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be ordered to compensate the above referred to Electrical Workers for the following dates during which the Chicago, Milwaukee, St. Paul and Pacific Railroad Company violated the Agreement at eight (8) hours per day at the prevailing rate at time and one half.

Ervin Francisco, December 18, 19, 20, 21, 1978

Mark Mundt, December 22, 26, 27, 28, 1978

Terrance S. Takacs, December 29, 1978/January 2, 3, 4, 1979

Phillip Rinke, January 5, 8, 9, 11, 1979

Patrick Fortier, January 12, 15, 16, 17, 1979

Randall Van Dusen, January 18, 19, 22, 23, 1979

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 pivotal question in this dispute is whether the connecting of a welding lead to a welding machine is work exclusively reserved to the electrical workers. On the dates cited in Petitioners' Claim, Carrier assigned a Carman and a Blacksmith to hook up the electrical leads to the 13 new welding machines purchased for use in Carrier's Freight Car Shop. Petitioners argue that

assigning other employees to perform this work violated Rule 71 of the Electrician's controlling agreement, which provides in part, that Electrician's work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing electrical welding machines. Petitioners assert that the Blacksmiths and Carmen's craft classification of work rules do not refer to the maintenance or repair of electrical welding machines and aver that Rule 33 of the Safety Rules (Form 2983) permits only qualified employees to perform work on electrical conductors and apparatus of any kind.

Carrier contends that the Electrical Workers Agreement was not violated since the work performed by the carman and the blacksmith merely amounted to connecting a male lug with a threaded end into a female lug cable located on the machine. It asserts that this work was no different than connecting a garden hose to a water faucet and argues that it did not involve any of the work classification duties delineated in Rule 71.

The Carmens' Organization as an interested third party, apprised the Board that this work did not involve the repairing, modifying, building or dismantling of electrical machinery, which it readily conceded belonged to the Electricians' craft, but work which was routinely performed by Carmen.

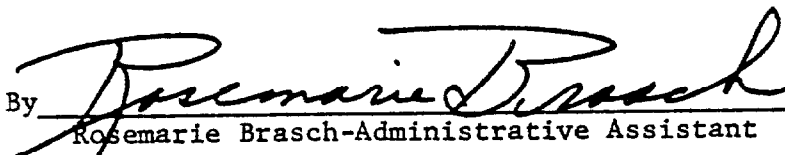
In our review of this case, we concur with Carrier's position. The work performed on the claimed dates was not work which could be plainly identified as maintaining, repairing, rebuilding, inspecting and installing electrical welding machinery, since by definition these work assignments involve technical skills perceptively distinguishable from the perfunctory task of connecting a welding lead to a welding machine. In the absence of a past practice, which unmistakably shows that this type of work was consistently performed by the electricians on a system wide basis or clear and unambiguous contract language which reserves such work to them, we must, of judicial necessity, 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 4th day of May, 1983.