Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 9546
Docket No. 8540-T
2-SPT-EW-'83

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
(AFL-CIO
(
(Southern Pacific Transportation Company
(Texas and Louisiana Lines

Dispute: Claim of Employes:

1. That the Southern Pacific Company (Texas and Louisiana Lines), hereinafter referred to as the Carrier, errored when it permitted Machinist R. W. Coleman and R. Medina to remove and apply Squirrel Type fan and housing from Auxilliary Generator on February 3, 1979.

2. That accordingly this Carrier be ordered to compensate Electricians W. J. Romines and W. D. Bammel eight (8) hours, each, at the pro rata rate of pay for February 3, 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 two claimants seek to be compensated as electricians for eight (8) hours each because the carrier allowed two machinists to remove and apply a squirrel-type fan and housing from an auxiliary generator. There is no claim by the electricians for the work performed by the machinists in removing and applying the auxiliary generator.

In its appeal from the decision of the carrier not to honor the claim of the two claimants, the organization extended its assertion to allege that the entire task was within the jurisdiction of the electricians rather than within the jurisdication of the machinists.

It is the contention of the carrier that the main task of removing and applying the auxiliary generator is work of the machinists and that the work claimed by the claimants was incidental to the main function and, therefore, permitted under the governing agreements.

The first issue raised is whether the incidental rule applies at the installation in question. The organization claims that it does not for two reasons. The first is that since the entire function was in the jurisdiction of the electricians that the portion complained of is clearly within its jurisdiction. The second contention is that the incidental rule by its very terms only applies to running repair work locations.

With respect to this latter issue, the Carrier alleges that even though there are two facilities which are located adjacent to each other, they are indeed separate operations and that location where the work was performed which is known as the Houston Running Maintenance Plant is, in fact, a running maintenance plant. The organization maintains that it is not and uses as one basis for its opinion the fact that there is a common seniority list for all electricians working in the two installations. We do not feel that this common seniority list would be controlling to preclude the facility from being a running repair work location. Award 7610 considered the same subject matter as applied to the carrier's San Antonio maintenance facility where the same issue was raised by this organization. In that award which involved the same parties as are involved in this award, this Board held that the incidental work rule applied. In that award, the Board held in part "It is clear that there are many facilities which have the characteristics of both running repair and major repair facilities". In this instance, they are not blended in the same facility but are, in effect, in two separate facilities even though they are adjacent to each other.

This Board will then conclude that the Organization has not controverted the allegation that the facility at which the work was performed was indeed a running repair facility and that the incidental rule will apply if the other conditions affecting its applicability are herein found to be present. The incidental work rule is a follows:

"ARTICLE III- PERFORMANCE OF INCIDENTAL WORK AT RUNNING REPAIR WORK LOCATIONS

> At running repair work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a work assignment, the completion of which calls for the performance of 'incidental work' (as hereinafter defined) covered by the classification of work rules of another craft of crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as 'incidental' when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work

"assignment. In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental."

It is clear from the record that the carrier is not questioning that the work of removing the squirrel-cage blower and blower housing from an auxiliary generator would normally be the work within the jurisdiction of the electricians, and they are basing their actions purely and simply on the incidental work rule.

The organization on the other hand, while the claim is stated in such a way as it would be only complaining of the lack of the alleged incidental work, that the subsequent discussion by the organization was for the entire function rather than just this so-called incidental work.

For these reasons, when the carrier questions why the organization did not ask for a time study under the incidental work rule, since the organization did not feel that the incidental rule applied in the instant case, they saw no reason to request such a time study. Without such a time study, however, we will conclude from the record as a whole that the amount of time spent in performing the alleged incidental work was not a preponderant part of the assignment and that the time required to accomplish it did not exceed the time normally required to accomplish the main work assignment.

The third party in this matter is the machinists union which argues vigorously that the main work performed is that of the machinists, but the machinists go further and indicate that the so-called incidental work is their work in the first instance and, therefore, that the incidental rule is not applicable herein. It is clear then that each party here is going in its own direction to suit its best purposes. The carrier by its actions and its statements has indicated that in its judgment the main work involved herein is that of the machinists. The machinists have vigorously supported this position, and the electricians have opposed it. A thorough review of the record reveals that the organization has not supplied sufficient evidence to overturn the position taken and the actions of the carrier with respect to assigning the main work involved to the machinists. The carrier has agreed that under the basic rules No. 29 and 108 of the agreement between the parties, the work initially complained of could have, without the application of the incidental work rule, been properly assigned to electricians. We do not find that the electricians have carried their burden of extablishing that the main work involved was within the jurisdiction of the electricians and, therefore, we will deny the claim.

The Agreement was not violated.

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 13th day of July, 1983.