

The Second Division consisted of the regular members and in addition Referee T. Page Sharp 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), 106, 107(a) of the June 1, 1960 controlling agreement; and, Article III of the September 25, 1964 Agreement when they assigned and allowed Carmen W. E. Fairchild, R. C. Hambry, and B. C. Thomas to remove electrical equipment from Baggage Car #271 on February 8, 9, and 10, 1982 thereby depriving Electrician C. F. Gramlich his contractual rights to said work at Sedalia, Missouri.
2. That accordingly, the Carrier be ordered to compensate Electrician C. F. Gramlich eight (8) hours at the overtime rate for each date February 8, 9, and 10, 1982.

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 employees 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.

On February 8, 9 and 10, 1982, the Carrier was converting a baggage car No. 271 into a bunk car to be used by the Maintenance of Way forces at the Sedalia, Missouri Shop. Carmen were utilized to remove the electrical light fixtures and electrical conduit. Claims were filed by the Electrical Workers for Carmen doing their work.

The Organization claims this work violated Rule 107 which reads:

"ELECTRICAL WORKERS' CLASSIFICATION OF WORK:

RULE 107.

(a) Electricians work, including regular and helper apprentices, shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all generators, switch boards, meters, motors and controls, rheostats and controls, static and rotary transformers, motor generators, electrical headlights and headlight generators, electric welding machines, storage batteries (work to be divided between electricians and helpers as may be agreed upon locally), axle lighting equipment, electric lighting fixtures; winding armatures, fields, magnets, inside wiring at shops, and all conduit work in connection therewith; steam and electric locomotives, passenger train and motor cars, electric trucks, telephone equipment on the Western and Southern Districts only and all other work properly recognized as electricians work."

The position of the Carrier is twofold. Firstly, it states that the work claimed by the Organization is not work exclusively reserved to it. Secondly, it argues that if the Scope included work of this type, it would be exempted by Rule 46 which reads:

"SCRAPPING OF ENGINES:

RULE 46.

Work of scrapping engines, boilers, tanks, and cars or other machinery may be performed by any class of available help under the direction of a Foreman or mechanic."

The operative part of Rule 107 is that section that states the nature of the work reserved to the craft. This is "electrical wiring, maintaining, repairing, rebuilding, inspecting and installing." Notably absent is any reference to removing. These references would indicate that the drafters of Rule 107 thought that these functions required the skill of trained electricians. When the drafters of an agreement have carefully written a litany of functions which become the province of a particular craft, it is not a function of this Board to add or subtract from what they did.

Only if the parties to the agreement have themselves deviated from the terms of the agreement and have established a practice that proves the deviation can we approve a deviation. The record is replete with statements from electricians, active and retired, that unequivocally state that the stripping of electrical equipment from cars has always been done by electricians. In its Submission to this Board the Organization states:

"Finally, in addition to our position heretofore presented, we offer, it is and has been a past practice for the Electrical Craft only to dismantle and remove electrical equipment from cars and cabooses on this property of the Carrier."

By the nature of the statements and the argument of the Submission the Organization is asserting that past practice at a point is sufficient to allow this Board to add to the agreement. We do not find this to be the case. The agreement is written to define the rights of all of the employees of the craft. In order to alter those rights, it is incumbent that the Organization show that substantially all of the practice claimed has occurred systemwide. No attempt has been made to so demonstrate to us.

The burden of proof is squarely on the Organization who alleged the contract violation. It has failed to carry such burden. Therefore, we must deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 4th day of December 1985.