

The Second Division consisted of the regular members and in addition Referee Tedford E. Schoonover when award was rendered.

(International Brotherhood of Electrical Workers
Parties to Dispute: (
(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, particularly Rule 71, on September 30, 1981, when it unjustly abolished Electrician Dean Dueppen's position at the Milwaukee Depot and assigned his work to Carmen.

2. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be ordered to reinstate Electrician Dean Dueppen's position at the Milwaukee Depot and compensate Electrician Dueppen at the current rate of pay for eight (8) hours' wages for each date commencing with September 30, 1981 and ending on the date when this violation has been corrected.

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 were given due notice of hearing thereon.

Rule 71 cited in the grievance follows:

"Electricians work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all generators, switchboards, meters, motors and controls, rheostats and control, static and rotary transformers, motor generators, electric 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, all inside telegraph and telephone equipment, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops, buildings, yards and on

structures and all conduit work in connection therewith (except outside wiring provided for in Rule 72), steam and electric locomotives, passenger train and motor cars, electric tractors and trucks; include cable splicers, high tension power house and substation operators, high tension linemen, and all other work properly recognized as electrician's work."

Prior to September 30, 1981, Claimant held the position of Electrician at the Milwaukee Depot. His position was abolished based on a Carrier finding there was no further need for an electrician at the depot due to the decline in the number of Amtrak passenger trains serviced there. Claimant exercised his seniority as an Electrician at the Milwaukee Diesel Shops.

The Organization contends that Carrier violated the Labor Agreement by unjustly abolishing Claimant's position and assigning his duties to Carmen. It is contended particularly that Carrier violated Rule 71 when it improperly assigned employees of the Carmen craft to perform "electrical inspection, maintenance and repair on locomotive and passenger car equipment at the Milwaukee Depot; that such work should properly have been assigned to Claimant whose position was wrongfully abolished.

In detailing the work performed prior to abolishment of Claimant's position the Organization stated the following:

- "1. Removal of 480 volt cables from locomotives.
2. Application of depot power lines.
3. Interior electrical inspection of cars
4. Replacement of flourescent and incandescent light bulbs.
5. Replacement of ballasts.
6. Adjustment of doors all of which are controlled by electric micro switches.
7. Maintenance and repair of depot power cables.
8. Emergency electrical service."

In further support of the Claim, the Organization submitted a copy of a journal prepared by Claimant which reviews his duties day-by-day during the period September 8 to 27, 1981, immediately prior to the abolishment of his position. Study of the journal shows his duties were essentially the same from day to day and we quote from the journal for September 16, 1981, a typical date, as follows.

"9-16-81

1st.

- 332 Removed shore power & connected Eng. cable
made certified brake test & released trac
331 Disconnected Cables from Eng. & App Shore
Power Made Int. & Ext. Insp. 334 Removed
Shore Powers & connected Eng. Cable
made certified brake test & Released trk

2nd

- 333 Disconnected engine Cables. Made exterior
inspection
336 Connected Engine Cables. Checked train
lighting made brake test, dispatched train.
335 Disconnected cables from Engine. Applied
share power. Made exterior & interior
inspection. #20114 A toilet flush valve B.O.
337 Disconnected Cables from Engines. Share Power
appl. Exterior & Interior Inspections made
20235 toilet B.O. Locked & taped."

It will be seen from the above that Claimant was preponderantly occupied with the disconnecting and connecting power cables from locomotives and coaches to and from station power supply, turning on and shutting off station power, making inspections, brake tests and releasing the track following completion of such duties. Incidental to his inspection work Claimant reported changing light bulbs, and, in one case he reported taping a damaged seat in a coach. In others he reported malfunctioning toilets in coaches and leaking air conditioning units. In one case he found an air conditioning unit low on freon and switched the unit on manual override.

Defending against the grievance, Carrier contends the work under Items 1 and 2 above is not exclusively reserved to Electricians and has always been performed by Carmen. Carrier states further that the work under Items 3, 4, 5 and 6 is not being performed at Milwaukee. Rather, it is done by Amtrak forces in Chicago from whence the trains are dispatched. Finally, as to Items 7 and 8, such work is not now, nor ever been performed by Carmen. Carrier states that should the need for maintenance and repair of depot power cables and /or emergency electrical service an Electrician will be called from the Milwaukee Diesel Shops.

In view of the fact the grievance involves conflicting jurisdictional Claims between the IBEW and the BRCA, information as to the Claim was submitted to the Carmen's Organization for review and comment. A statement of the Carmens' position was submitted in a letter to the Second Division by R. A. Johnson, General Chairman. The essential portion of the statement follows:

"First of all, we wish to state that the Carmen's Organization does not lay claim to any work of an electrical nature such as repairing, modifying, building or dismantling of machinery or electrical devices which properly belong to the Electrical Workers.

We do, however, take exception to the claim of the Electrical Workers that the removal of the 480 volt cables from locomotives is work which is done by them exclusively. This cable is used as a replacement to the old steam and signal hoses that were connected and disconnected by the Carmen Craft and also the replacement cables that connected to house power, or as they claim depot power lines, by the carmen on duty.

The subject matter of this dispute has been discussed with the Local Chairman representing the Brotherhood Railway Carmen of the United States and Canada and it remains our position that this work is not work that has exclusively been performed by employes of the Carman's craft at other locations on the Milwaukee Road System."

The Board has made an extensive review and study of the evidence and argument submitted by both the IBEW and the Carrier, and also the Carmen's evidence. In the first place it is noted that the essential work reserved to Electricians by Rule 71 is summarized in the opening lines of the Rule as follows:

"Electricians' work shall include electrical wiring, maintaining, rebuilding, inspecting and installing. . . ."

The balance of the Rule specifies the various kinds of electrical equipment embraced under duties quoted above. The Rule is clear in reserving exclusively to Electricians, a highly skilled craft, the kinds of work requiring their particular kind of expertise. In the situation reviewed here the Claimant's work was limited to servicing locomotives and coaches at the Milwaukee Depot. He pulled cable plugs from the locomotives and connected coaches to the station power supply. Later, when the train was being prepared for departure he reversed the operations, pulled plugs detaching the cables from the station power supply and inserted the plugs to the locomotives. None of such work can reasonably be characterized as requiring the skill of an Electrician as referred to in Rule 71. This is not to detract from the importance of the Claimant's duties but only to place them in proper frame of reference.

On the contrary, Claimant's work can more properly be characterized as routine service functions, assuredly important and requiring the attention of a responsible and experienced employee, but not the skill of a Journeyman Electrician. Certainly this holds true for his work in pulling plugs and reinserting plugs in transferring power from the locomotive to station power supply and vice versa, and also the occasional changing of light bulbs. Moreover, his inspection work did not include electrical equipment such as defined in the Rule. On the contrary, he checked air conditioning equipment, coach seats and toilets. This is not the kind of work reserved to the Electrician's craft but is commonly performed by Carmen as illustrated when Claimant reported changing a brake shoe. For these reasons we are bound to recognize the merit in the Carrier statement that such work has always been performed by Carmen and is not work exclusively reserved for Electricians. This view is reinforced by the statement from the Carmens' organization referred to above.

The claim involved here has been the subject of two previous cases involving these same two parties. The first previous case, a 1953 claim as covered in Award 1996, involved the issue wherein the Carrier employed Carmen to do some of the same work as here involved. The only difference was in the location i.e., the former case was in Chicago whereas this one deals with the problem in Milwaukee. In Award 1996 the Claim was denied based on the following reasoning:

"This record and agreement do not justify our holding that the simple acts of plugging in or detaching electrical lines or cables, the shifting of a Mars signal light from one train to another, and similar acts complained of, which duties have long been performed by carmen as incidental to their car inspection assignments, is exclusively the work of electricians. As was the case in Award 1980, the incidental duties required by carmen in the instant case required no repair, no inspection, no testing, no tools, no electrical knowledge and no electrical training. The simple act of handling electrical equipment does not constitute maintenance, repair or inspection within the contemplation of Rule 71."

The issue was the same in Award 10344, a 1981 Claim involving coach yards in Chicago. The disputed work involved "disconnecting and applying 480 volt cables on (3) three trains 2201, 2203 and 2205 were assigned to two (2) Foremen and were performed by said Foremen on various occasions thereafter." That claim was against using supervisory personnel to perform electrical craft work. In denying the claim the Division cited the earlier Award i.e., 1996 and added the following:

"Although there is no doubt that Claimant's position was abolished and that certain job duties which were once performed by him were thereafter performed by supervisory employees, Organization has only produced evidence to show that said job duties consisted of applying and removing the 480 volt stand-by cables. No evidence whatsoever has been adduced by Organization to demonstrate that the Supervisors performed any other job tasks which were originally performed by Claimant and which were exclusively to his classification.

Apart from the critical concern that the contested duties accounted for an extremely small portion of Claimant's overall job duties, Organization has completely failed to address the issue of the decision in Second Division Award 1996 (which, interestingly is a case which involves the same parties and, for all intents and purposes, the same issue as that involved in the instant case). In that decision it was concluded that, "(T)he simple act of handling electrical equipment does not constitute maintenance, repair or inspection within the contemplation of Rule 71". The present Board is compelled to follow Award 1996 and concludes that the applying and removing of the 480 volt stand-by cables is not work which is exclusive to the Electricians' classification."


The issue in the instant case is not different than the issues in those two earlier cases cited above. The Organization has not presented any new evidence that detracts in any sense from the reasoning supporting the awards in those cases. Based on the awards in those earlier cases and also our finding that the work reviewed in the instant case is patently not the kind requiring the skill of an Electrician it is our determination that the claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 29th day of January 1986.