

The Second Division consisted of the regular members and in addition Referee Hyman Cohen when award was rendered.

(International Brotherhood of Electrical Workers
Parties to Dispute: (
(Soo Line Railroad Company

Dispute: Claim of Employees:

1. The Soo Line Railroad Company violated the current agreement on January 21, 1982, when Machinists K. Kremer and R. Huck were improperly assigned to perform electrical work, which should have properly been assigned to Electrician Peter Rice.

2. That the Soo Line Railroad Company be ordered to compensate Electrician Peter Rice for two and two-thirds (2-2/3) hours' compensation.

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.

The Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Claimant is employed as an Electrician at the Carrier's Shops in Fond du Lac, Wisconsin. In his claim, it is asserted that the Carrier violated the Agreement on January 21, 1982 when Machinists K. Kremer and R. Huck were improperly assigned to perform electrical work which should have been assigned to him.

The relevant facts behind the filing of the instant claim consist of events which occurred on January 20 and 21, 1984. On January 20, 1982 Machinists Kramer and Huck were instructed to repair the radiator on Spiker No. 437201. After disconnecting hoses and retainer brackets they found it necessary to disconnect two (2) AMP meter wires in order to remove the radiator. They accomplished this task by removing two (2) retainer nuts from the wires at the control panel. On the following day, January 21, they reversed the process and applied the radiator to the machine. It should be noted that the Claimant was on duty and worked eight (8) hours on January 21, 1982.

The critical question to be addressed is whether the wiring work in question is work to be exclusively performed by Electricians.

In support of its position the Union relies upon Rule 86 of the Agreement which, in relevant part, provides as follows:

"Electricians, with the assistance of Apprentices and/or Helpers, shall perform work encompassed by this classification of work rule.

Electricians' work shall consist of inspecting, connecting, assembling, applying, aligning, disconnecting, repairing, rebuilding, maintaining * * * wiring * * * installing, removing * * * and testing of:

(c) Electric motors, generators alternators * * *

Moreover, the Union refers to the Classification of Work Rule, which, in relevant part provides:

"Electricians' work shall consist of maintaining, repairing, rebuilding * * * wiring of all generators * * * motors * * * on motor cars.* * *"

In its submission to the Board, the Machinists' Organization as an interested third party, indicates that the type of work involved in this case, namely, attaching two (2) wires to the ampere gauge, which took less than two (2) minutes was work properly performed by Machinists. Moreover, the Machinists contend that under the Machinists' classification of Work Rule, the work involved on January 21 was routinely assigned to them in the performance of their duties in the roadway work equipment shops, and in maintaining and repairing roadway work equipment on the line of road.

After carefully examining the record, it is the Board's judgement that the work performed by two (2) Machinists on January 21, 1982 was de minimis and of an incidental nature. The overall work involved the installation of a radiator which had been removed from Spiker No. 437201 on January 20, 1982. In removing the radiator the Machinists disconnected two (2) AMP meter wires. Thus, to install the radiator after it had been repaired, the machinists connected the two (2) AMP meter wires, which involved the tightening of two (2) machine nuts. The task of connecting the two (2) wires which it had disconnected the day before was ancillary to the main task of installing the radiator; the task itself required a few minutes to perform, and required a simple and limited skill which in no way threatened the integrity of the Electricians' craft as provided in Rule 86 of the Agreement and the Classification of Work Rule. In Second Division Award No. 8360, this Board denied an Electrician's claim because a Carman changed a fuse. Concluding that the work was incidental and de minimis this Board stated the following:

"To hold otherwise, we believe, would seriously and unduly hamper the efficiency of the operations of the Carrier, without providing any meaningful or necessary protections to the highly significant and legitimate duties which are and will remain, the exclusive province of the electrician's craft."

Moreover, in Second Division Award No. 7529, a Signalman performed Electrician's work, but the Board denied the claim, and stated:

"The simplicity of this task, the limited skill involved and the brief time involved have historically been bases to mitigate claims which might otherwise be found to have merit."

The Organization additionally requests that the instant claim be allowed in its entirety because the Carrier gave no reason nor explanation for its denial of the claim. In its "original denial letter" the Carrier denied the claim because it is "not in accordance with the schedule of rules". The Board is unable to concur in the Organization's contention. In this connection, Second Division Award No. 4556, disposed of the same claim by stating:

"Numerous prior awards of all Divisions of this Board have determined that the requirements of Article V are met by such language as we have quoted above, therefore, we must deny the employees' request for allowing the claim on the procedural point presented and we therefore proceed to a determination of the claim on its merits."

These aforementioned considerations lead the Board to conclude that the instant claim be denied.

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 29th day of January 1986.