

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11048
Docket No. 10856-T
2-NIRCRC-EW-'86

The Second Division consisted of the regular members and in addition Referee Elliott H. Goldstein when award was rendered.

Parties to Dispute: ((International Brotherhood of Electrical Workers
(Northeast Illinois Regional Commuter Railroad Corporation

Dispute: Claim of Employees:

1. That the Northeast Illinois Railroad Corporation violated the current agreement, particularly Rule 101, when it improperly assigned Carmen P. Stabaloney and J. Biskup to disengage bilevel 480 volt cables, as well as engine control and door cables on the carrier's equipment at the Blue Island Yard.

2. That the Northeast Illinois Railroad Corporation be ordered to compensate the Claimants, Electricians A. Lopez and R. Martin, for eight (8) hours each at time and one half at the current rate of pay.

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 employes 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 September 26 and 27, 1983 Electrician G. Stroka laid off. Two Carmen (Stabaloney and Biskup), who were assigned to the same shift as Stroka, removed 480 volt power cables engaged to Carrier's equipment in the Carrier's Blue Island Yard. The Organization asserts (and the Carrier disputes) that in addition to removal of the 480 volt cables, the Carmen also disengaged engine control and door cables.

The record shows that during the on property handling of the Claim, the Carrier presented a statement to the Organization from two Carmen to the effect that at the Blue Island Yard, at various times when the Electrician has been busy in other repair work, the Carmen have removed or applied power cables.

The Organization argues that the work performed by the Carmen falls within the scope of Rule 101's clear and unambiguous language and that the assignment of the same to the Carmen constituted a violation of that Rule and reduced the work opportunity available to the Organization. The Organization further asserts that the Blue Island Yard is not an outlying point within the meaning of Rule 28 so as to permit another craft to perform the disputed work. Finally, the Organization argues that the Carrier has not established the existence of a past practice to permit Carmen to perform the disputed work, and even assuming that such a practice did exist, the practice cannot supersede the clear and unambiguous provisions of the Agreement.

The Carrier argues that no violation of Rule 101 occurred in this case since the work of disengaging the cables is not specifically described in Rule 101. On the dates in question, the Carrier further argues, all trains at the Blue Island Yard were intact and no engine control cables, door cables, or bi-level 480 volt cables were disengaged, but even assuming such occurred, Rule 101 does not specifically cover that work. According to the Carrier, the act of handling electrical equipment does not constitute installation, maintenance, repair, rebuilding or inspection within the contemplation of the Rule. In light of the statement of the two Carmen, the Carrier asserts that the disputed work does not belong exclusively to the Organization by virtue of contractual rule or past practice. Finally, the Carrier argues that the disputed work only took a few minutes' time and, in any event, was nonelectrical in nature.

Rule 101 of the Controlling Agreement states:

"ELECTRICIANS-CLASSIFICATION. Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electrical wiring of all generators, switchboards, meters, motors and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, lead burning, axle lighting equipment, radio equipment; all inside telegraph and telephone equipment, electric time clocks and electric lighting fixtures in shops; 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, including steam and electric locomotives, passenger trains, motor cars, electric tractors and trucks; electric cables, electric cable splicers, high tension power house and substation operators, company owned power line work in shops and yards, electric crane operators from cranes of 40-ton capacity or over, and all other work generally recognized as electricians' work."

Rule 28 provides:

"At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point."

A close examination of the record and a careful reading of Rule 101 causes us to conclude that the Organization has not met its burden in this case. At most, the Organization has shown that the work performed by the Carmen on the dates in question was the act of handling electrical equipment. On the basis of the showings and arguments made, we are convinced by the reasoning well-stated in Second Division Award No. 1966 wherein a similar claim was presented. According to Award No. 1966:

"[T]he 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"

See also Award No. 10344 ("... the applying and removing of the 480 volt stand-by cables is not work which is exclusive to the Electricians' classification.").

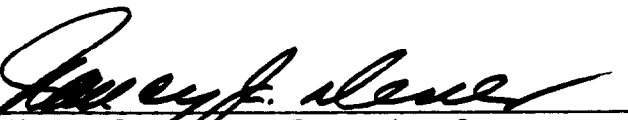
In light of the foregoing, we find it unnecessary to address the remaining arguments made by the parties.

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 15th day of October 1986.