

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

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

Dispute: Claim of Employees:

1. That the Soo Line Railroad Company violated the current agreement on March 26, 1982, when it assigned Machinist W. Paquin to perform electrical work, which should have properly been assigned to Electrician Edward Zinniel.

2. That the Soo Line Railroad Company be ordered to compensate Electrician Edward Zinniel 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.

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 Machinist's Organization was notified as third party in interest and did file a Submission.

On March 26, 1982, the Carrier assigned Machinist W. Paquin to connect a battery charger to the starting battery on its Power Car No. 800010 at Fond du Lac, Wisconsin. Edward Zinniel, the Claimant, is an Electrician and was available for call when Paquin performed the work in question.

The Organization argues that the Carrier violated Rule 86 of the current Agreement by improperly assigning a Machinist to do Electrician work. Rule 86 is quoted in pertinent part below:

"1. Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and controls, rheostats and controls, motor generators, electric headlights, and headlight generators, electric welding machines, storage batteries, axle lighting

equipment, radio 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, including steam and electric locomotives, passenger trains, motor cars, electric tractors, and trucks; cables, cable splicers, high tension power house and substation operators, high tension linemen, and all other work generally recognized as electricians' work.

2. Men employed as generator attendants, meter attendants (not including water service meters), and substation attendants who start, stop, oil and keep their equipment clean and change and adjust brushes for the proper running of their equipment, power switchboard operators."

The Organization feels that the above Rule clearly supports its position that the maintenance of batteries and application of battery chargers is exclusively Electrical craft work. The work was not incidental to any other assignment, and is specifically itemized as an Electrical craft assignment in Classification Work Rule No. 86, quoted in pertinent part below:

"Electricians' work shall consist of maintaining, repairing, ... storage batteries"

The Organization also argues that since the Carrier did not provide a reason for denial of the Claim within 60 days of its inception, the Claim was not properly processed according to the meaning of Article V of the August 21, 1954, Agreement:

"(a) All claims or grievances must be presented in writing or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances."

The Carrier differentiates between the "old" Rule 86 and the "new" Work Classification Rule No. 86, noting that the latter did not become effective until April, 1982, and the incident giving rise to this Claim took place in March, 1982. It adds that the old Rule 86 does not reserve battery chargers to the Electrical craft. The Carrier also asserts that under a 1949 Understanding, the resolution of jurisdictional disputes is beyond the scope of this Board's authority. It maintains as well that the work in question took less than five minutes, and was indeed incidental to the servicing of the motor car by Machinist Paquin. Finally, the Carrier asserts that it did provide a timely reason for denial of the Claim.

With regard to the Organization's procedural argument, we find that the Carrier was in compliance with Article V of the National Agreement dated August 21, 1954. The Claim was filed on March 21, 1982; the Carrier's original denial letter was dated May 20, 1982, falling within the 60-day time limit. Furthermore, the Carrier's letter specifies that the Claim was denied because it was "not in accordance with schedule of rules." In accordance with prior decisions of this Board (for example, Second Division Award No. 4556), we find that such language meets the requirements of Article V, and therefore deny the Organization's request that the Claim be allowed on a procedural point.

We also find no evidence in the record to substantiate the Organization's argument that the new Work Classification Rule No. 86 applies to this case. Rather, it appears from the evidence presented that the new Rule was not yet in effect at the time of the incident giving rise to the instant Claim. Thus, the matter before us must be resolved under the terms of the "old" Rule 86. That Rule does not specifically mention battery chargers in its listing of work reserved to the Electrical craft. Moreover, we find no evidence that such work has historically belonged to the Electrical craft.

We also agree with the Carrier's argument that the work in question was incidental to the work being performed by Machinist Paquin. Charging the battery took less than five minutes and required no special skill. Moreover, it would be unduly burdensome on an employer to require that an Electrician be called out for just a few minutes work involving no special electrical skills.

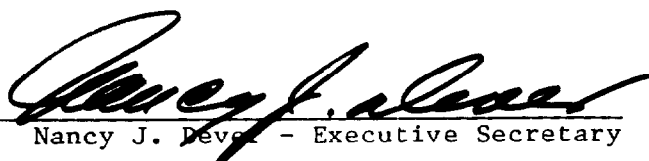
Finally, this Board finds that it does have jurisdiction to resolve the instant dispute on its merits.

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 25th day of February 1987.