

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

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

Dispute: Claim of Employees:

1. That the Northeast Illinois Railroad Corporation violated the current agreement, particularly Rule 71 and Rule 53, on July 28, 1984, when it improperly assigned Car Shop Superintendent Lee Thomas to perform Electricians' work on Train #2125.

2. That the Northeast Illinois Railroad Corporation be ordered to compensate the Claimant T. Baker, for five (5) hours pay in accordance with Rule 9 (minimum call).

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.

As third party in interest, the United Transportation Union was advised of the pendency of this case, but chose not to file a Submission with the Division.

On July 28, 1984, the Carrier's Car Shop Superintendent, Lee Thomas, performed work on Car 380 Train 2125, normally performed by Electricians. The work in question involved the changing of an electrical contactor, which controlled the air conditioning of the car in question. The Organization stated that this is a violation of Rule 53 which states in pertinent part:

"None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules."

and Rule 71, which states in pertinent part:

"Electricians' work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all generators, switchboards, meters, motors and controls, rheostats and controls . . . inside and outside wiring at shops, buildings, yards, and on all structures and all conduit work in connection therewith . . . and all other work properly recognized as electricians' work."

The Organization stated the Rule is clear and Electricians could have performed the work, and the Carrier should pay the Claimant as per the Claim.

The Carrier admitted that the work in question was performed by its Superintendent. The Carrier argued it is allowed to utilize Supervisors to perform work of the craft under Article III of the controlling Agreement which states:

"None but mechanics or apprentices regularly employed as such, shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by a foreman or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for two shifts, or 60 hours for all shifts."

In addition, the Carrier stated this was an emergency situation. The car in question was a passenger car, and it occurred during the summer. There was a possibility that someone would re-connect the air conditioning circuit, and thereby put passengers in danger. The Carrier submitted a number of Awards upholding its right, under emergency circumstances, to utilize Supervisory personnel. The Carrier noted that this was a simple task which would take approximately 10 minutes to perform and that no Mechanics are employed at their Fox Lake facility.

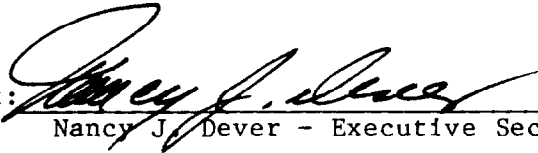
The Board is not unsympathetic to the Carrier's argument regarding passenger safety. However, it is not convinced that this work could not have been properly performed by Electricians. Care could have been taken that the circuit would not be re-connected until the car was returned to the shops where Electricians could perform the work in question. The Board also finds that Article III does not apply, and that Rule 71 is the controlling Rule in this case. Therefore, the Board has no alternative but to sustain the Claim and Award the Electrician Claimant 4 hours at straight time pay.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:

A handwritten signature in cursive script, appearing to read "Nancy J. Dever", is written over a horizontal line.

Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 1st day of April 1987.