

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

(International Brotherhood of Electrical Workers
Parties to Dispute: (
(Chicago and Western Indiana Railroad Company

Dispute: Claim of Employees:

1. That the Chicago and Western Indiana Railroad Company violated the current agreement, particularly Rule 102, on January 13, 1984 when it improperly assigned the removal of a telephone set and related wiring, and on January 16, 1984, when the Carrier improperly assigned the installation of a telephone set and related wiring.

2. That the Chicago and Western Indiana Railroad Company be ordered to compensate the Claimant, W. Dunne, for ten hours' pay, in accordance with Rule 7.

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.

As third party in interest, the Brotherhood of Maintenance of Way Employees was advised of the pendency of this case, but chose not to file a Submission with the Division.

The Organization in this Claim asserts that the Carrier violated that portion of Rule 102 which reads:

"Electricians work shall consist of repairing, re-building, installing, inspecting, dismantling and maintaining the electric wiring of generators . . . telephone and telegraph equipment . . . and all other work properly recognized as electricians work."

The Claim here involves events which occurred on two separate dates. With respect to the removal of a telephone set and related wiring on January 13, 1984, the Carrier, in its first denial of the Claim on March 29, 1984, stated that it did not know who removed the "telephone set and wiring" from the building in which it was located. In its denials of May 22 and June 26, 1984, it stated that "the Carrier had no control of the removal of the telephone" and "Inasmuch as this phone was removed without the authority or knowledge of this Carrier, there has been no violation of the Agreement." Many Awards in this industry have held that when the contested work is not performed at the Carrier's initiative, under its control, or its expense, the work is not within the scope of the Agreement. (See among others, Third Division Award No. 26013.) We essentially so find here.

Turning to the January 16, 1984, work claimed, the Carrier, in its letter of May 22, 1984, contended that a modular telephone box became "... loose from the molding and a carpenter reattached same into the wood molding with a wood screw. At this time a 'Y' connector was plugged into the outlet and a phone plugged into the 'Y' connector." It asserts that no wiring was repaired or replaced when this was done.

The Organization has not established that the work performed on January 16, 1984, accrued to its craft. Essentially, as best we can ascertain, all that occurred was that a "Y" connector was plugged into an existing outlet and a phone plugged into the "Y" connector.

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 30th day of September 1987.