

The Second Division consisted of the regular members and in addition Referee Edward L. Suntrup when award was rendered.

(International Association of Machinists and
(Aerospace Workers
PARTIES TO DISPUTE: (
(The Detroit and Mackinac Railway Company

STATEMENT OF CLAIM:

1. That the Detroit and Mackinac Railway Company violated the current and controlling agreement dated September 1, 1949 between the Detroit & Mackinac Railway Company and the International Association of Machinists and Aerospace Workers, particularly Rule 27 but not limited thereto, when machinists' and/or electricians' work was misassigned to trainman trainee Kurt Leslie on dates of April 11, 12, 13, 14, 15, 18, 21, and 22, 1988.

2. That Company be required to compensate Machinist Alvin Call and Electrician Don Erndt in amount of thirty-two (32) hours each at their respective pro rata rate.

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 dispute, but chose not to file a Response with the Division.

It is the position of the Organization that the Carrier was in violation of various Rules of the Agreement when it assigned a trainman trainee to do machinists' and electricians' work at the Carrier's Tawas repair facility on various days from April 11 through April 22, 1988. Allegation is that sixty-four (64) hours of work was performed, and that the two Claimants should each be compensated half that number of hours since they hold seniority as

electrician and machinist. In denying the Claim the Carrier argues that the trainee may have done some of the work but only in a learning capacity and always under the direction of a journeyman since he would not have even been "...aware of the location of traction motor brushes, filters and other mechanical components" of the various engines he helped work on. The company argues that the trainman was assigned to the Tawas Shop only "...for familiarization with the equipment (as part of his training as a trainman trainee) and not to assist shop production or productivity."

The Agreement Rules are the following:

"Rule 27. ASSIGNMENT OF WORK

None but mechanics or apprentices regularly employed as such shall do mechanic's work as per special rules of each craft, except foremen at points where no mechanics are employed.

This rule does not prohibit foremen in the exercise of their duties to perform work, or in an emergency.

At points where there is no sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as capable, perform the work of any craft that may be necessary.

On running repairs, mechanics or any craft may connect or disconnect any wiring, coupling, or pipe connections necessary to perform the work of their craft.

Crane, steam shovel, ditcher, clam shell, pile driver and wrecking derrick engineers or firemen may make minor repairs to avoid a failure of such machines on line of road."

"Rule 52. CLASSIFICATION OF WORK

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic, hydraulic tools and machinery, scale building, shafting and other shop machinery, ratchet and other skilled drilling and reaming, tool and die making, tool

grinding and machine grinding, axle truing, axle wheel and tire turning and boring, engine inspecting, air equipment, lubricator and injector work, removing, replacing, grinding, bolting and breaking of all joints on superheaters; oxyacetylene, thermit and electric welding on work generally recognized as machinists' work, the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; and all other work generally recognized as machinists' work."

"Rule 105. CLASSIFICATION OF ELECTRICIANS' WORK

Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switch-boards, meters, motors and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, all inside telegraph and telephone 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 train motor cars, electric tractors and trucks, cables, cable splicers, high tension power house and substation operators, high tension linemen, electric crane operators for cranes of 40-ton capacity or over, and all other work generally recognized as electricians' work."

The Rules at bar do not contemplate that mechanical nor electrical repairs or maintenance be done by other than mechanics, apprentices or electricians. The trainman trainee held none of these assignments. When he helped with some of the work as outlined in the original Claim he was allegedly doing work which was contractually protected. The company argues that the trainman was just training so that he would understand the equipment he would be operating. Without being unsympathetic to such training measures, the Board can find no contractual right for the company to have proceeded in the manner in which it did without stepping, in theory, over the jurisdictional boundaries of the craft bringing forth the instant Claim.

If the trainman trainee did help with various mechanical and electrical work, the question arises with respect to what he actually did and how much he did. The Organization's Claim is elusive on these points. First of all, the Organization does not deny that the trainee was factually unable to do the work at bar without the assistance of a journeyman. If such is true, it follows that the trainee would not have done anything at all without the guidance and active instruction of machinists and electricians. At most, the work performed by the trainee must have approximated that of an apprentice at the most elementary and basic level of training. There is no evidence, furthermore, that the trainee had any of the technical background of apprentices to the craft. Secondly, there is insufficient substantiation in the record that the trainee worked the hours alleged by the Claim.

Absent additional information on which to frame an Award the Board will conclude that the technical violation of Rules 27, 52 and 105 of the Agreement, in this instance, shall incur liability to the Carrier of no more than one (1) hour per day of the eight (8) days that the trainman trainee assisted electricians and machinists. The cumulative eight (8) hours' pay at straight-time rate shall be divided equally between the two Claimants.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Decker - Executive Secretary

Dated at Chicago, Illinois, this 2nd day of May 1990.