

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

(International Brotherhood of Electrical Workers
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

1. That the Union Pacific Railroad Company violated the controlling agreement, particularly Rules 32 and 122 when Machinist D. D. Smith performed electricians work, i.e., cut and make up locomotive consists, make departure test, directional test, dynamic brake test, load test, inspect and repair locomotives on August 18, 1987 (time card date), Green River Diesel Shop, Green River, Wyoming.

2. That accordingly, the Union Pacific Railroad Company be ordered to compensate Electrician R. L. Lockman in the amount of four hours (4') pay at the electricians' rate for August 18, 1987 (time card date) as he was available to perform this work had he been assigned.

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.

The Organization contends that Carrier violated the controlling Agreement, particularly Rules 32, 35, 121, 122 and 19 when a Machinist was required to cut, make up consists, directional test, load test, dynamic brake test, and make departure tests on locomotives. Said work assertedly took place on August 18, 1987. Specifically, the Organization maintains that under Rule 122 (Classification of Work Rule), the language reading "maintenance of automatic train control, automatic cab signal equipment and all other work

recognized as electricians' work" indisputably reserves such work to the Electricians and accordingly the craft has the Agreement based authority to maintain and test all coded cab signal equipment. In its Ex Parte Submission to the Board it points out that the inspection and checking of CCS equipment and repairs when needed was assigned by Carrier bulletin to the Electrician's craft, which further underscores and supports its position. It also argues that it need not demonstrate exclusivity when the work is encompassed within the protective coverage of the Scope Rule.

Carrier contends that the work functions identified in the Organization's Claim are not assigned by any Agreement language to any specific craft and moreover are not performed by any one craft on an exclusive basis. It disputes the Organization's position that the identified work performed by the Machinist on August 18, 1987 was covered by Rule 122, specifically the work designated "make up consists, directional test, load test, brake test and departure test." It recognizes that words "maintenance of automatic train control, automatic cab signal equipment" and all others properly recognized as Electrician's work, are contained in Rule 122, but argues that the Rule does not contain the work identified in the Claim. Furthermore, it maintains that the Organization has not set forth verifiable proof as to exactly what work was performed by the Machinist, such as locomotive work reports. It also observes that the Organization failed to argue systemwide exclusivity, since the Organization could not establish that such work was exclusively performed by Electricians. In fact, on this point, it argues that the Organization conceded that the other crafts performed the work of consisting locomotives.

The International Association of Machinists and Aerospace Workers as an interest third party filed a Submission wherein it contended that the work of "cut and make up locomotive consists, make departure test, directional test, dynamic brake test, load test and inspect and repair locomotives" is covered by the IAMAW Classification of Work Rule (Rule 59). It noted that the instant dispute appears to revolve around the work of coded cab signal test, which is distinguishable from maintenance of the automatic cab signal equipment. It acknowledged that the latter work is covered by the Electricians Classification of Work Rule, but asserts that the coded cab signal tests have been performed by both crafts throughout Carrier shops. It referenced Second Division Award 11615 as dispositive of this issue. In that Award involving the same Carrier herein and the same Organization (Electricians), the Board found that a practice existed of allowing members of both crafts to perform the test on the coded cab signal equipment.

In considering this case, the Board concurs with Carrier's position. We have reviewed the work tasks allegedly performed by the Machinist but we cannot find the terms "cut up, make up consists, directional test, dynamic brake test or departure tests on locomotives" in the detailed language of Rule 122. Further and importantly, there is no record evidence that such work was exclusively performed systemwide by Electricians. The work completion forms (Form 25023) signed by the Machinist on August 19, 1987 attest that the Coded Cab Signal Safety Control had been tested and known to be functioning properly, but said work under the prevailing practices at Carrier's Shops was performed by both crafts. This was made evident by the Board's finding in Second Division Award 11615 and the Third Party Submission filed by the Machinist Organization.

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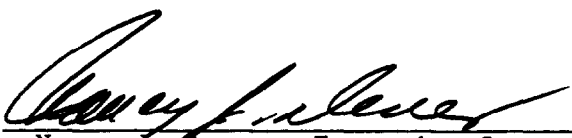
Award No. 11969
Docket No. 11654-T
90-2-88-2-152

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 19th day of December 1990.