



Award No. 5574

Docket No. 5378

2-IC-EW-'68

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the current agreement at Weldon Coach Yard on May 11, 1965, when Electricians were not furnished sufficient competent help to handle their work and Supervisors performed Electricians' work.

2. That at Weldon Coach Yard the Carrier be ordered to furnish the Electrical Workers sufficient competent help when needed and stop using Supervisors to perform Electricians' work.

That the Carrier be ordered to compensate Electricians J. Hall, Employee Number 108648, and J. Mehas, Employee Number 106088, for four (4) hours each at the rate of time and one-half.

EMPLOYEES' STATEMENT OF FACTS: Electricians J. Hall and J. Mehas, hereinafter referred to as the Claimants, are employed at Weldon Coach Yard by the Illinois Central Railroad Company, hereinafter referred to as the Carrier.

That on May 11, 1965, Carrier's Dining Car Number 4202 was placed on track number 13 for change of generator. Three Electricians were assigned by Carrier's Supervisors to apply (install) this 35 KW generator and were in the process of doing so when one (1) of the Electricians was removed from this job by the Supervisor, before this generator was in place, and ordered to report to the depot for other duties.

The Electrical Supervisor did not furnish sufficient competent help to install this two ton or more mass of iron and copper. The Electrical Supervisor did perform Electricians' work in assisting the Electricians in moving this generator onto its mountings. Claimants were available and could have been called in on overtime to help handle this work.

Weldon Coach Yard is the Carrier's principal yard for maintaining all of its passenger train cars.

Carrier did originally assign three (3) Electricians to install the 35 KW generator. Carrier does employ mechanics around the clock, seven (7) days a week, at Weldon Coach Yard.

This dispute has been handled with all officers of the Carrier designated to handle such disputes, including Carrier's highest designated officer, all of whom have declined to make satisfactory adjustment.

The agreement effective April 1, 1935, as Amended December 6, 1943, as Amended September 1, 1949, and as subsequently Amended, is controlling.

POSITION OF EMPLOYES: It is respectfully submitted that the current agreement was violated.

Rule 33 of the Schedule of Rules and Article III of the September 25, 1964 Agreement, both, for your ready reference, reading:

"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.**"
(Emphasis ours.)

were violated when two (2) Supervisors performed work recognized as Electricians' work. Mechanics are employed at this point around the clock and seven (7) days a week. Installing generators is work recognized as Electricians' work under Electrical Workers' Special Rules, Rule 117, reading:

"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, transformers, motor generators, rotary converters, electric headlights and headlights generators, electric welding machines, storage batteries, axle lighting equipment, electric clocks and electric lighting fixtures, winding armatures, fields, magnet coils, rotors, transformers and starting compensators; air conditioning equipment, automatic train control on locomotives, inside and outside wiring at shops, buildings, yard, and on structures and all conduit work in connection therewith, steam and electric locomotives, passenger train and motor cars, electric tractors and trucks, bonding of cables, including cable splicers, high tension power house and sub-station operators, high tension linemen, electric crane operators of cranes of forty (40) ton capacity or over who perform minor electrical repair work on such cranes, and all other work generally recognized as electricians' work."

Carrier violated Rule 53, reading:

"Craftsmen and apprentices will be furnished sufficient competent help when needed to handle their work."

when it removed one (1) of the Electricians needed to help install this generator, thereby, leaving the other two (2) Electricians without sufficient competent help to handle their work.

Carrier contends that the work performed by its Supervisors was done so as a safety measure. The Electricians performing the work involved in installing this generator state that,

"We the undersigned electrical workers employed at Weldon Coach Yard, Illinois Central Railroad Co. hereby state: That this generator did not act any different than any other generator or genemotor and we could have mastered the installation of this genemotor on Diner No. 4202, if the third electrician (John Nordengreen, deceased) had not been given other duties or if other help was furnished. (Signed — J. R. Cameron, J. P. Folliard.) (See attached statement marked as Exhibit A.)

Thirty-three (33) Electricians employed at this point on the Carrier and who do perform the work of installing and removing generators and genemotors state that a **minimum** of three (3) employes are required to remove and install these generators and genemotors. Their statement reading:

"We the undersigned electrical workers employed at Weldon Coach Yard, Illinois Central Railroad Co. hereby state: That a minimum of three (3) employes are required to remove or apply any generator or genemotor, 10 KW or over under normal conditions and conditions (location of car, steam pipes, steam regulators, steam drips, electrical appliances) and time factors (arrival and departure of trains) require more manpower."

is attached and marked as Exhibit B.

In Carrier's declination letter dated December 24, 1965, signed by J. P. Lange, (see Employes' Exhibit C), it attempts to justify the actions of its Supervisors by deeming that the work involved does not belong exclusively to the Electricians. Under Rule 117, the work involved does belong to the Electricians. The Supervisors did violate Rule 33 by performing this work belonging to the Electricians.

CARRIER'S STATEMENT OF FACTS: On May 11, 1965, Illinois Central Diner No. 4202 was placed on Track 13 at Weldon Coach Yard in Chicago for a change of generators. The generator is located under the center of the diner, inserted in mounting brackets and held by several mounting bolts.

In the installation of a generator, the generator is balanced on a four wheeled jack which rides on a traveling track. The jack is inserted under the car. The generator is raised over the mounting brackets and then lowered into the mounting brackets.

Two electricians were installing the generator on Diner No. 4202. As they lowered the generator into the mounting brackets, the jack rolled to one side. Electrical Supervisor Dewey and Carman Supervisor Munley were discussing a project with General Foreman C. S. Keune. The three supervisors saw the jack begin to slip and Messrs. Munley and Dewey hurried over to the electricians and helped them hold the generator while the electricians lowered the jack.

The electricians filed claim on June 1, 1965 alleging that the supervisors who helped guide a two-ton generator which could have injured the electricians, **improperly** performed electricians' work.

POSITION OF CARRIER: The company will show conclusively that the work performed by supervisors was merely in response to an emergency situation. However, even if the actions of the supervisors were not precipitated by an emergency, the work performed by them — holding a generator — is not exclusively electricians' work.

In addition, it will be shown that the union's **opinion** that "sufficient competent help was not furnished electricians on May 11, 1965" is contradicted by **fact**.

THE EMERGENCY

The Board has recognized again and again that in an emergency, management has great latitude in making decisions requiring immediate action. In Award 2-3016 Referee Ferguson held that an electrical foreman had properly remedied an emergency condition by performing work which was probably machinists' work:

"When Diesel 203A stalled at Little Rock, about three miles from the carrier's North Little Rock facilities, the general foreman and the electrical foreman drove to the scene, found the unit had overheated, and activated a circuit breaker safety device.

An electrical circuit jumper was placed around it and the train was moved off the main line. The employes claim that this work, particularly the inspection feature of it, violated Rules 26A and 52A. The carrier takes the position that it was an emergency situation. Although noting the proximity of available machinists and the time factor shown, we are of the opinion that this situation falls within the definition of an emergency.

The train stalled, the crew could not start the diesel, and a radical solution, (the circuit jumper) was adopted to meet the unforeseen contingency which had blocked operations.

The claim is denied."

Referee Smith emphasized in Third Division Award 5766:

"This board has held in numerous awards that a carrier may (as here) take any action deemed necessary to meet an emergency."

In Third Division Award 9394, Referee Hornbeck clearly stated management's rights in an emergency:

"As we understand, the Awards of this and other Divisions of the Board recognize that the Carrier in an emergency has broader latitude in naming employes than in a normal situation. In an emergency it may assign such employes as good judgment in the situation dictates and it will not be obligated to exercise that care and thoughtfulness in its action which would under ordinary conditions be required."

Referee Moore, in Award 3-11241, denied a claim that conductors should not have performed work reserved to signalmen in an emergency:

"Awards have well established the principle that under emergency conditions, the Carrier may assign such employes as good judgment dictates."

Referee Stark, in Award 3-14006 denied the Signalmen's claim that a signal inspector improperly performed signal maintainer's work, and stated:

"An 'emergency,' according to the Webster's New World Dictionary, is a 'sudden, generally unexpected occurrence or set of circumstances demanding immediate action.' The Board has held that in an emergency a Carrier must be allowed considerable latitude in making on-the-spot judgments. See, for example, Awards 12299, 13316, 9394 and others."

See also Awards 3-10181, 3-12777, 3-12895, 3-14211 and many others.

In this case a large thirty-five kilowatt generator approximately four feet long and two feet in diameter was balanced on a four wheeled jack. The jack slipped and threw the generator off balance. Clearly the possibility of injury to two electricians who were installing the generator constituted an emergency. The electricians have never contended that there was not an emergency. General Foreman C. S. Keune, who witnessed the incident, stated on July 29, 1965, in his declination of the original claim:

"Electricians had moved the generator over the mountings and were in the process of letting the jack down when the jack rolled to one side. Mr. Munley and Mr. Dewey, seeing the generator was going to miss the mounting brackets and maybe hurt electricians that were to keep the jack from rolling out, helped to hold the generator in place and electricians proceeded to let jack down." (Company's Exhibit A.)

Clearly, since it is uncontroverted that there was an emergency, the board must not assess a penalty simply because two supervisors did what any conscientious supervisors would do in a like situation.

THE WORK PERFORMED BY SUPERVISORS WAS NOT EXCLUSIVELY ELECTRICIANS' WORK

Even if the supervisors did not respond to an emergency situation when they aided electricians on May 11, 1965, the claimants would not be entitled to a penalty. Supervisors Munley and Dewey merely guided a generator while electricians lowered a jack. The union has not proven that the guiding of a generator is exclusively electricians' work.

The pertinent section of Rule 117, the electricians' scope rule, reads:

"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, transformers, motor generators, rotary converters, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers

and starting compensators; air conditioning equipment, automatic train control on locomotives, inside and outside wiring at shops, buildings, yard, and on structures and all conduit work in connection therewith, steam and electric locomotives, passenger train and motor cars, electric tractors and trucks, bonding of cables, including cable splicers, high tension power house and sub-station operators, high tension linemen, electric crane operators of cranes of forty (40) ton capacity or over who perform minor electrical repair work on such cranes, and all other work generally recognized as electricians' work."

Clearly, there is nothing in the above rule which grants electricians the exclusive right to hold a thirty-five kilowatt generator on its mountings as a jack is being lowered.

Moreover, the union has not proven by evidence of custom or tradition that the holding of a generator is **exclusively** electricians' work. The work performed by supervisors was not maintenance, repair, rebuilding, inspection or installation of electric wiring or skilled work of any kind. The supervisors performed a simple routine task in an emergency. The Board has held consistently that simple routine work not requiring any special skill and not specifically covered by a scope rule, while related to maintenance or repair work performed by specific crafts, is in itself outside the jurisdiction of any one craft.

For example, in Illinois Central Award 2-2223, Referee Carter in denying the electricians' claim that the connection of control cables on diesel locomotive units and the making of sequence tests was improperly performed by other than electricians, said:

"It appears to us that the connecting of control cables is work which requires no skill or training such as would be involved in their repair. **We have held that there are certain types of work requiring no skill or training to perform that cannot be said to belong to any craft.** We think the reasoning of Awards 6220 and 2932, Third Division, has application here. The following from Award 2932 seems pertinent here.

"The replacement of a burned out electric light bulb in a train order signal requires no special skill. It is just as commonplace as the replacing of a defective electric bulb in one's home. It is not recognized as the attribute of any particular trade or profession. It is a routine function which anyone could well perform. To hold that a carrier must call a skilled employe who might often be a considerable distance away, to replace an electric light bulb of ordinary type, was never contemplated by the Scope Rule. If it should be so construed, we would be well on our way towards the creation of a contractual absurdity by interpretation.

The Board recognizes the necessity of protecting the work of signalmen as it does any other group under a collective agreement. But this does not mean that the simple and ordinary work that is somewhat incidental to any position or job and requiring little time to perform, cannot be per-

formed as a routine matter without violating the current Agreement. **To come within the scope of the Agreement it must be work requiring the exercise of some degree of skill possessed by a signalman. * * *** The contentions of the organization attempt to draw too fine a line and tend to inject too much rigidity into railroad operation when a reasonable amount of flexibility is essential to the welfare of both the employes and the carrier. We do not think that a proper basis for an affirmative award exists.'

See Awards 2031, 2013, 1996 and 1980.

The organization argues that the making of a sequence test is electricians' work. The record shows that a sequence test consists of opening the throttle to see if the engines respond. It likewise requires no special skill or training." (Emphasis ours.)

Likewise, in a similar Illinois Central case, Referee Stone denied the electricians' claim that maintenance of way employes improperly removed a defective generator from a motor car. Referee Stone said, in Award 2-3824:

"A defective generator on the power unit interrupted the operation of a tie tamping machine near Wheatcroft, Kentucky, and a motor car shop employe at Paducah was instructed to take another generator unit to Wheatcroft and exchange it for the defective generator, which was then taken to the electric shop at Paducah for repair by electrical employes.

The work required was that of loosening and removing four bolts, lifting the defective generator and replacing it with the new generator, and perhaps, also as asserted by the Employes in rebuttal, the removal and replacement of a stud by which the wires leading to the outlet box, were fastened to the motor.

It is not contended that the work required any electrical skill, knowledge or training or involved any servicing, testing or repair of the generator. **Such work is not set out in their scope rule as belonging to electricians and is not exclusively their work.**" (Emphasis ours.)

In Award 2-3956, Referee Anrod ruled against the machinists' claim, that maintenance of way employes improperly removed an oil pump from a tractor and transported it to the shops where the machinists repaired the pump. Referee Anrod said:

"The uncontroverted evidence proves that the maintenance of way employes performed no repair work on the defective units in question and that the Claimants actually repaired said units. All that the maintenance of way employes did was to loosen some bolts, remove the inoperative units from the machines, transport them to and from the Hillyard Shop, and re-install the repaired units by putting them in their proper places and fastening the bolts. **The work performed by them merely involved some simple routine tasks occurring in the day-to-day handling of the equipment and requiring no experience, skill or training as a machinist within the contemplation of Rule 49**

of the labor agreement. In other words, it was purely incidental the actual repair work. Consequently, the work here in dispute was not covered by Rule 49 of said agreement and did not, therefore, come under the exclusive jurisdiction of the machinist craft. See: Awards 1000, 1996, 2223, and 3824 of this Division." (Emphasis ours.)

In Award 2-2031, Referee Douglass denied the electricians' claim that the connection of music cables on trains was their work, and said:

"The work of plugging or unplugging music cables is not of such nature as to require any degree of skill or special knowledge. This simple task of connecting music cables is not contemplated as being the exclusive work of electricians or of electronic technicians either by specific language of the agreement or by a reasonable interpretation thereof."

See also Awards 2-2059, 2-3684 and 2-3957.

It is obvious from the reference to the electricians scope rule and the awards cited that the supervisors who aided electricians by holding a generator did not perform work exclusively reserved to electricians. Consequently, even if supervisors Hunley and Dewey did not respond to an emergency when they helped hold a generator the electricians would not be entitled to a penalty.

THE IRRELEVANCY

The union has failed to contradict that an emergency existed on May 11, 1965. Moreover, the union has failed to show that the work performed by supervisors, in an emergency was exclusively electricians' work. However, the union has claimed that insufficient help was given electricians on May 11, 1965.

This charge has no bearing on the issue of whether or not the agreement was violated when supervisors aided electricians in an emergency. It is immaterial whether two, three, or four electricians were assigned to the removal of the generator. The uncontroverted evidence is that a jack on which a generator was placed, slipped and endangered electricians, and that supervisors responded to protect those electricians.

In support of this irrelevant allegation the union offers two statements which indicate that the electricians believe that more than two electricians are needed to install generators like the one in Diner No. 4202.

However, the union's opinion that more than two electricians are needed to install a ten to thirty-five kilowatt generator is contradicted by the statement of four electrical supervisors (Company's Exhibits, B-E) who have installed and supervised the installation of ten to thirty-five kilowatt generators for many years.

Electrical Foreman E. M. Muehlenbein, who prior to his promotion to foreman at Burnside Shop in Chicago in 1961, served as an electrician at Weldon Coach Yard, stated (Company's Exhibit B):

"In connection with installation of 35 KW generators:

Two men are all that is necessary for installation of 35 KW generators. I have personally supervised removal and installation of

this type of equipment since November, 1961. Prior to this I have removed and installed this equipment with one other man.

The procedure is that the man on the handle end of the jack also guides the generator into position. It definitely is not necessary for one man to manipulate the jack." (Emphasis ours.)

General Foreman C. S. Keune and Electrical Gang Foreman Hauenschild, both supervisors at Weldon Coach Yard and each having over thirty years' experience at Weldon Coach Yard both stated that for many years bad order generators and genemotors on lay-over cars had been removed and installed on the second shift. At that time there were only two electricians working the second shift. Mr. Keune and Mr. Hauenschild stated (Company's Exhibits C and D):

"In regards to process of applying generators and genemotors to Illinois Central passenger car equipment at Weldon Coach Yard, it has been the practice for years at Weldon Yard to assign two (2) electricians to remove and apply 10 KW, 25 KW and also 35 KW generators and also genemotors. In fact, for years bad order generators and genemotors on lay-over cars in the Coach Yard were removed and applied by the second shift electricians, having only two (2) electricians working in Coach Yard on the second shift, and without electrical supervisor.

The two electricians on the second shift at the present time remove and apply this equipment to our passenger cars." (Emphasis ours.)

Furthermore, Traveling Electrical Inspector J. E. Woods stated that he had regularly installed generators similar to the one in question, with only one man, in the fifteen years he was employed in St. Louis, and in subsequent years when he was employed at Burnside Shops (Company's Exhibit E):

"As you are readily aware, I worked in St. Louis, Missouri, as an electrician for over fifteen years, six years of this time while you were General Car Foreman there. During that time I performed almost every type of work which is required of an electrician on passenger car equipment.

In answer to your one specific question concerning the changing out and re-applying of a 35 KW genemotor.

This particular machine I have not worked on due to the fact that the Illinois Central had not yet adopted the use of this machine during the time of heavy passenger service into St. Louis, Missouri. Although I have installed machines of similar size, weight and mounting on passenger cars, the disposition of this task was most always performed by two men and would be done today by only two men, if the necessity to change one would arise.

In fact, during my time as an Electrical Gang Foreman at Burnside Shops, this same duty was performed by a two-man crew."

The statements of the four supervisors clearly refute the union's unsupported and irrelevant opinion that more than two electricians are needed to install ten to thirty-five kilowatt generators.

SUMMARY AND CONCLUSION

The union's attempt to penalize management when supervisors acted to protect electricians in an emergency must be denied.

It is uncontroverted that there was an emergency on May 11, 1965. It is also well settled that management has the right to "take any action deemed necessary" in an emergency.

In addition, the supervisors, in taking the necessary action they did in the emergency, did not even perform work exclusively reserved electricians.

Lastly, even though it has no bearing on the issue, the company has shown that the union's opinion regarding the necessity for more than two electricians in the installation of ten to thirty-five kilowatt generators is as meaningless and unfounded as its other allegations.

The company asks the board to deny the union's claim.

(Exhibits not reproduced.)

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 employe 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.

Petitioner contends that Carrier violated Rules 33 and 53 of the Schedule of Rules Agreement between the parties when two Supervisors assisted two Electricians in moving a 35 KW generator onto mountings at Carrier's Weldon Coach Yard on May 11, 1965. Claimants are named electricians employed at Carrier's Weldon Coach Yard for whom Petitioners seek four (4) hours' compensation each at the time and one-half rate.

Carrier avers that two Supervisors merely aided two Electricians remedy an emergency situation which arose as two Electricians lowered the generator into mounting brackets and the four wheel jack on which said generator was balanced began to roll.

Furthermore, Carrier urges that the disputed work does not belong exclusively to electricians either through established practice or under the electricians' scope rule set forth in Rule 117 of the Schedule of Rules Agreement. Carrier also denies that Rule 53 of the Agreement was violated as alleged by Petitioner because electricians were not furnished with sufficient competent help to handle the disputed work.

The pertinent language in the Schedule of Rules Agreement reads as follows:

"RULE 33.

ASSIGNMENT OF WORK

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 foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts."

"RULE 53.

HELP TO BE FURNISHED

Craftsmen and apprentices will be furnished sufficient competent help when needed to handle their work."

"RULE 117.

CLASSIFICATION OF ELECTRICIAN

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, transformers, motor generators, rotary converters, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; air conditioning equipment, automatic train control on locomotives, inside and outside wiring at shops, buildings, yard, and on structures and all conduit work in connection therewith, steam and electric locomotives, passenger train and motor cars, electric tractors and trucks, bonding of cables, including cable splicers, high tension power house and substation operators, high tension linemen, electric crane operators of cranes of forty (40) ton capacity or over who perform minor electrical repair work on such cranes, and all other work generally recognized as electricians' work.

The above shall not apply to power supply facilities used exclusively for signal and interlocking purposes which are beyond the switch supplying these facilities, but does apply to general lighting."

The fundamental facts involved in this dispute are not in issue. While the electricians were installing a 35 KW generator to Carrier's Dining Car No. 4202 on May 11, 1965, an emergency situation arose which was observed by two supervisors, who properly assisted during said emergency by holding the generator to prevent it from falling so that the two electricians could attach it to mounting brackets. Petitioner does not question the propriety of supervisors assisting during emergency situations but urges that the emergency here, if any, was caused by Carrier's failure to provide sufficient electrical help to handle the disputed work which belongs exclusively to electricians.

The thrust of Petitioner's case is bottomed on the premise that the Carrier improperly removed one electrician from the assignment prior to completion of the installation, which resulted in the emergency situation necessitating the assistance of other than electricians to complete the installation.

The record clearly reveals that an emergency situation existed when the two supervisors assisted assigned electricians on May 11, 1965. It is well established that Carriers have broader latitude in assigning employes during emergency situations than under normal circumstances. Here the supervisors were not assigned to perform the disputed work, but actually volunteered when the emergency arose to avoid serious damage to Carrier's property and possible personal injury to other employes. Such responsive action on the part of the supervisors was proper during an emergency situation even if Petitioner were to establish that the disputed work belongs exclusively to electricians.

As to the question of exclusivity, the record discloses that the supervisors merely held the generator while assigned electricians attached it to mountings. Such routine work did not involve or require skills or training possessed by electricians and is not expressly covered by the Electricians' Scope Rule as set forth in Rule 117 of the Agreement. Consequently, the disputed work did not belong exclusively to the Electricians' craft as alleged by Petitioner. (Awards 3824 and 3950.)

Finally, Petitioner asserts that Carrier's original assignment of three (3) electricians to the installation of the generator creates a conclusive presumption that the job required three (3) men, and that Carrier violated Rule 53 of the applicable Agreement by withdrawing one electrician from the job prior to completion.

Carrier contends that the electricians' schedule does not specify the number of men required to constitute sufficient competent help, and that experience has established that only two men are normally required to install 35 KW generators. Petitioner has the burden of establishing through probative evidence that Carrier failed to furnish competent help to install the 35 KW generator, and the original assignment of three (3) electricians to this particular job does not overcome conflicting evidence offered by Carrier to support its contention that only two men are generally required to perform such an assignment. Thus, we must conclude that Petitioner has failed to meet its burden of proving that Carrier violated Rule 53 of the Agreement.

In view of the foregoing, the instant claim will be denied.

AWARD

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 14th day of November, 1968.

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