

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

(International Brotherhood of Electrical Workers
PARTIES TO DISPUTE: (
(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

1. That in violation of the current Agreement and historic past practice, the Burlington Northern Railroad did assign Machinists to operate a newly installed 7.5 ton overhead traveling electric crane at its Havre, Montana Diesel Shop.

2. That accordingly, the Burlington Northern Railroad be directed to compensate furloughed Crane Operators Under 40 Ton Floyd K. Landsiedel, Jerald Amor, Steve Brough and Alex J. Loukas at the Crane Operator Under 40 Ton rate five (5) days per week, eight (8) hours per day retroactive sixty (60) days from the November 6, 1987 filing date of the claim and to continue in force until satisfactory adjustment has been made.

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 International Association of Machinists and Aerospace Workers was advised of the pendency of this dispute and filed a Response with the Division.

In August 1987, Carrier installed a 7 1/2 ton crane at its Harve, Montana Diesel Repair Shop. At the time there were 17 other cranes of various design and lifting capacities in service at the shop. Carrier did not assign the operation of the new crane exclusively to members of the Electrician's Craft. Instead it required all mechanics who required the use of the equipment in the performance of their duties to operate the crane as needed. On November 6, 1987, the Organization filed the Claim under review here contending that use of this new crane by Machinists violated the IBEW Agreement.

The basic issue of crane operation by strangers to the IBEW Agreement has been the subject of a number of Awards involving this Carrier and this Organization in the past. In Award 7482, this Division denied a claim contending that the IBEW Agreement was violated when employees of various crafts operated two 15 ton and one 35 ton overhead cranes that were placed in service at Carrier's Northtown, Minnesota diesel maintenance facility. Here the Board stated:

"The Organization relies on its Classification of Work Rule, which is Rule 76. The description of duties under Rule 76 does not specifically identify the operation of cranes. The Rule does indeed include, in separate paragraphs, reference to 'operators' of 40-ton capacity or over, and electric cranes under 40-ton capacity. Where pertinent, such reference refers to regularly assigned crane operators. In the Carrier's facility no such regular positions in regard to the three cranes in question have been listed or filled. Rather, the cranes are operated as needed by the various crafts in connection with the specialized work.

Nor has the Organization shown that it operates such cranes on an exclusive basis throughout the Carrier's system. To the contrary, there is evidence of operation of such cranes at many other locations by employees other than electricians. The fact that Electricians are assigned at some locations for the operation of certain types of cranes does not suffice for a claim for exclusive operation of the cranes at issue here."

In our Award 7856 we followed the conclusions reached in Award 7842 and again rejected claims of the Organization that it was entitled to the exclusive operation of cranes in diesel repair shops. We reached this same result in Award 11469, disposing of a dispute on operation of cranes at Carrier's Havelock, Nebraska Car Shop.

We do not find Awards 7482, 7856 and 11469 to be in palpable error. Accordingly, they must be followed here.

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 20th day of February 1991.