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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

Award No. 6469  
Docket No. 6349  
2-BN-EW-'73

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

Parties to Dispute: { System Federation No. 7, Railway Employees'  
                          { Department, A. F. of L. - C. I. O.  
                          { (Electrical Workers)  
                          { Burlington Northern, Inc.

Dispute: Claim of Employees:

1. That in violation of the current agreement, the Carrier improperly used employees of the Union Pacific Railroad to install two (2) antennae, associated wave guides, wiring, etc. for a Burlington Northern microwave repeater at Rocky Point, Oregon. Also, for the alignment of the antennae at Rocky Point, Oregon to establish paths (channels) between Rocky Point, Oregon and the repeater station at Green Mountain, Washington and the American Bank Terminal Station at Portland, Oregon.
2. That accordingly Carrier be ordered to compensate Communication Crew Foreman G. L. Bienusa, Communications Crew Linemen C. A. Perry, A. R. Lane, H. Ivanov, J. M. Cournea, W. J. Krausch, Communication Crew Groundman D. R. Morse and Communication Maintainer T. M. Sweet in an amount of hours at pro rata and overtime rate equal to the hours of labor used by the Union Pacific Crew in performing the aforementioned communication work.

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 employee 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 has submitted the instant claim on behalf of the employees for work done by employees of another Carrier. The determinative factor in this case is the question of ownership of the property where the work in question was performed.

From a review of the factual situation and attendant evidence presented in this docket, we are convinced that the property in question was owned by the Union Pacific and not by the Burlington Northern. Hence, any work involved would properly

be within the province of the Collective Bargaining Agreement between Union Pacific and its employees. The Burlington Northern had no control over the property and work done was outside the scope and purview of their Agreement with the Petitioner. We will deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

E. A. Killen

Executive Secretary

Dated at Chicago, Illinois, this 30th day of April, 1973.