

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

Parties to Dispute: { International Brotherhood of Electrical Workers
{ National Railroad Passenger Corporation

Dispute: Claim of Employees:

1. That the National Railroad Passenger Corporation (Amtrak) violated Rule 1 of the agreement between the National Railroad Passenger Corporation (Amtrak) and the International Brotherhood of Electrical Workers effective September 1, 1975, as amended, and Rule VIII (Effective 10-15-60) of the agreement entered into by and between the Pennsylvania Railroad Company and System Federation No. 152, effective April 1, 1952, when other than Electrical Workers were wrongfully assigned to remove steam generator auxiliary boiler converter motors on March 12, 1979.
2. That accordingly, the National Railroad Passenger Corporation (Amtrak) be ordered to compensate Electrician John T. Sullivan in the amount of four (4) hours at the pro rata rate of pay.

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.

The Organization contends that Carrier violated the controlling agreement when it assigned Machinists to remove a boiler converter motor attached to a steam generator from a diesel locomotive on March 12, 1979. It argues that Rule VIII of the System Federation No. 152 Agreement reserves this work to the Electricians and asserts that Carrier was reminded that consistent with Rule I of the September 1, 1975 Agreement, work was to be assigned as it had been performed at comparable AMTRAK facilities. It avers that since the work of removing and replacing auxiliary boiler motors comes under the scope of the Electricians' Classification of Work as performed at Carrier's other facilities, such as Wilmington, Delaware and Beech Grove, Indiana, the disputed work should have been assigned to members of its craft. It maintains that the Machinists' Organization, which is not a signatory to the July 8, 1976 Agreement relative to the assignment of work transferred from Fields Point, Rhode Island to the Albany/Rensselaer facility, is covered by Rule 62 of the System Federation No. 103 and this Rule does not provide for the removal of electrical motors.

Carrier contends that Rule 1 of the September 1, 1975 Agreement is of no importance in this instance, since the parties adopted the work classification rules of the Agreement between System Federation No. 152 and the Pennsylvania Railroad at the new Albany/Rensselaer Facility, which does not exclusively reserve this work to the Electricians. It argues that Petitioner cannot demonstrate that the applicable work classification rules protect this work or that the Electricians historically and customarily performed by the electrical workers craft at Albany/Rensselaer to the exclusion of all other crafts. It avers that 152 Agreement provides that Electricians will remove, replace and repair all fractional (less than one horsepower) horsepower motors, which is not the issue herein, since the subject number 1 boiler converter from diesel unit 405 was larger than one horsepower.

The Machinists' Organization as an interested third party argues that since it is not a signatory to the 152 Agreement, it is not bound by this Agreement's work classification rules. It asserts that Arbitrator Jacob Seidenberg's September 2, 1976 ruling in a case involving the same parties, File No. AMTRAK 101(C-2) NRPC/IAMAW, not only upheld this point, but specifically noted that if work were to be performed at a new facility, it was to be performed as it had been performed at Fields Point. It avers that this ruling is consistent with its November 2, 1973 Letter Agreement with Carrier and thus, pending a negotiated agreement vis the new Albany/Rensselaer Facility, the work was properly assigned to machinists on March 12, 1979, since they performed this work at Fields Point. It adduced several letters from machinist employees who attested that members of the Machinists Craft removed and reinstalled all electrical motors of one horsepower and larger, while electrical workers removed and replaced only fractional horsepower motors.

In our review of this case, we agree with Carrier's position that the 152 Agreement does not apply to the Machinists Craft nor does it exclusively reserve the disputed work to the Electricians at the new Albany/Rensselaer Facility. Both the July 8, 1976 Agreement, which refers to the transfer of Carrier's Maintenance Facility at Fields Point and the Machinists November 2, 1973 Letter Agreement, which refers in part to transferred work from Fields Point to a new AMTRAK Facility, provide the interpretative linkage between these two locations. Since the Albany/Rensselaer Facility is a new facility and covered by the aforesaid Agreements, we have no hard concrete evidence that the Electrical Workers exclusively performed this work at Fields Point. The Machinist Organization is not a signatory to the 152 Agreement and its work at the new Albany/Rensselaer Facility is governed by the terms of the November 2, 1973 Letter Agreement. This Agreement provides that work at this location will be performed as it had been performed at Fields Point and there is evidence that the Machinists performed this work at Fields Point. In the absence of a specific work rule which explicitly reserves this work to the Electricians or compelling proof that they performed this work at Fields Point or the former Albany/Rensselaer Passenger Facility, we have no alternative other than to deny the claim.

A W A R D

Claim denied.

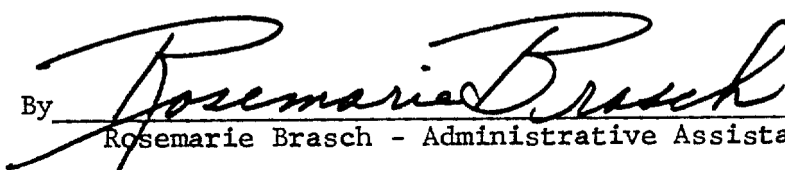
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Award No. 9461
Docket No. 9279-T
2-NRPC-EW-'83

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 4th day of May, 1983.