

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

Parties to Dispute: (International Association of Machnists and
(Aerospace Workers, AFL-CIO
(Burlington Northern Railroad Company

Dispute: Claim of Employees:

1. That under the current agreement, Carrier improperly assigned to Employees other than Machinists, at its Roadway Work Equipment Shop, Livingston, Montana, the work of laying out, aligning and drilling of holes necessary for the installation of the main jack shaft bearing, bush drive jack shaft, hydraulic motor, gear bar, brush reel bearing, drive reel bearing and chain guard on BN Kribber BNX180009. This work was performed by members of the Boilermakers craft on March 4 and 5, 1980, at the Carrier's direction.

2. That the Carrier accordingly compensate Machinist P.J. Boehm for eight hours of work at the regular rate of pay for failure to assign to him the aforementioned work reserved to Machinists by the controlling agreement.

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 Machinist Organization contends that Carrier violated the Controlling Agreement when it assigned employees other than Machinists on March 4 and 5, 1980 to perform work in the assembly of Kribber BNX 180009 that was protected by Agreement Rule 51. The disputed work was performed at Carrier's Roadway Equipment Shop located in Livingston, Montana. The Organization asserts that the work was performed on machinery that falls within the ambit of Rule 51 defining coverage and avers that past practice and the confirmatory statements of machinists who performed this type of work before clearly establishes that it accrues to the Machinists. It avers that Rule 93 regarding craft jurisdictional controversy precludes Carrier from reassigning contested work to other crafts and asserts that the work was not included in the Boilermaker's Scope Rule, particularly in connection with Boilermaker's work. It maintains that the work was performed in connection with the assembling and/or maintenance of machinery which is Machinists' work.

The Boilermaker's Organization as a third party of interest contends that the drilling work performed involved the fabrication of a complete new frame for the Kribber equipment and the specific tasks of laying out and cutting frame materials; laying out and drilling holes and final assembly welding was Boilermaker's work. It asserts that Rule 57 of the Boilermakers' Controlling Agreement explicitly encompasses these functional activities and argues that they were performed in connection with Boilermaker's work. It avers that the language in Rule 51 of the Machinist's Agreement is general in nature and not applicable here. Several members of the Boilermaker's craft submitted signed statements attesting that the work of rebuilding Kribber Frames was traditionally performed by Boilermakers which included the laying out and drilling of holes on the completed frame.

Carrier contends that the Machinist Organization's petition lacks arbitrability since the Organization failed to settle the jurisdictional claim in accordance with Rule 93 of the Machinist Agreement. It further argues that Rule 51 of this Agreement does not state that the aligning and drilling of holes in a Kribber is exclusively Machinist work and asserts that the Machinists have not demonstrated by verification of systemwide practice that such work was uniformly performed by them. It avers that the fabrication of the frame which, in this instance, necessitated the drilling of holes pursuant to blueprint and pattern was Boilermaker's work and notes that it was performed antecedent to the work that is then customarily performed by Machinists.

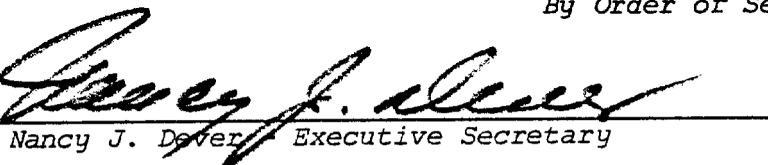
In our review of this case, we concur with the Machinist Organization's position. Careful analysis of the work performed does not indicate that it was specifically and directly related to the fabrication of the Kribber frame, but shows that it was more akin to the work covered by Rule 51 that reserves work involving the drilling of holes in metal used in assembling or maintaining machinery to the Machinists. The disputed work was not performed in connection with Boilermakers work as such work is delineated in Rule 57 of the Boilermaker's Agreement; but it was performed as a necessary integral precondition for the installation of the component parts of the Kribber. This is the pivotal defining ingredient and the work accrues to the Machinists.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever, Executive Secretary

Dated at Chicago, Illinois, this 13th day of June, 1984