

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12223
Docket No. 11819-T
92-2-89-2-120

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
(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

1. That in violation of the current agreement and historic practice, the Burlington Northern Railroad arbitrarily assigned two (2) Machinist Craft employees to install a new Electrical Cable Feedrail System for the Proceco Engine Block Washer at its West Burlington, Iowa Repair Facility. The installation of Electrical Cable Feedrail Systems for such shop machinery is Electrical Craft work and has heretofore been exclusively performed by the Electricians at the West Burlington Shop.

2. That accordingly, the Burlington Northern Railroad be instructed to compensate Electrician Welder J. W. Howell and Maintenance Electrician K. P. Taeger of West Burlington four (4) hours each at the overtime rate for this violation. The Agreement of April 1, 1983 is controlling.

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.

The Organization filed a claim letter dated March 22, 1988 wherein it charged that Carrier violated the Controlling Agreement, particularly Rules 76, 27(a), and 98(c) when Carrier assigned two employees of the Machinist craft to install a new electrical cable feedrail for the Proceco Engine Block Washer at the West Burlington Repair Shop. Specifically, the Organization

contends that the installation, maintenance and repair of the feedrail system had always been performed by Electrical craft employees at this repair facility and notes that the feedrail system is an appendage part of the cable electrification system. It submitted documentation depicting the technical characteristic of the feedrail system and letters from Agreement covered electrical employees attesting that said work was historically performed by members of the electrical craft. It also contests Carrier's position that the dispute should have been first considered by the two crafts in accordance with Rule 93, Jurisdiction, arguing instead that the matter was discussed with the General Chairman of the Machinist craft without denial by the Machinist craft of the Electrical craft's position.

In response, Carrier contends that the Classification of Work Rule for the Machinist craft specifically references the assembling and building of shop cranes, which is not contained in the electrical craft's Classification of Work Rule. It observes that local Carrier officials recognized that Electricians would have a proper right to the electrical portion of the crane installation only and, accordingly, the installation of the electrical power and control cables was properly assigned to the Electrical craft. More pointedly, it maintains that at no time did the Organization attempt to settle this matter with the Machinist craft in accordance with Rule 93 and as such, the Board lacks jurisdiction to consider the merits of this dispute. By letter dated September 18, 1989 the Machinist Organization apprised Carrier's Manager of Labor Relations that it did not concur with the position expressed in the Electrical craft's April 6, 1989 letter. Instead the Machinist's craft asserted that IBEW failed to comply with the provisions of Rule 93 pertaining to craft jurisdictional disputes. Rule 93 Jurisdiction reads as follows:

"Any controversies as to craft jurisdiction arising between the Electricians' Organization and one or more other organizations parties signatory to the System Federation No. 7 Agreement effective April 1, 1970 shall first be settled by the contesting organizations, and existing practices shall be continued without penalty until and when the Carrier has been properly notified and has had reasonable opportunity to reach an understanding with the organizations involved."

In considering this case, the Board concurs with Carrier's position that this dispute falls under the aegis of Rule 93, Jurisdiction. We have reviewed carefully the Organization's assertion that Rule 98(c) protects work previously performed by the petitioning craft and, its correlative observation that the Machinist craft didn't deny its on-situs claim, but we do not find these positions persuasive. The Machinist Craft disputes the Organization's contention that it agreed said work belonged to the Electrical craft and Carrier's technical depiction of this work as falling within the context of the Machinist Classification of Work Rule provides sufficient justification to conclude a legitimate craft stand-off. We find no evidence that crafts attempted to first settle this dispute between themselves. Accordingly, we take no position on the merits of this dispute, and the claim is dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of January 1992.