

The Second Division consisted of the regular members and in addition Referee John C. Fletcher 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, Rules 26, 76 and 98, in particular, the Burlington Northern Railroad Company arbitrarily assigned employees of the various shop crafts at Havre, Montana to perform work of the Electrical Craft.

2. That accordingly the Burlington Northern Railroad Company should be ordered to compensate furloughed Under 40 Ton Crane Operations Floyd K. Landsiedel, Jerald Amor, Steve Brough, Ardell Tollefson and Karen Vaughn eight (8) hours daily, five (5) days per week, beginning April 1, 1989, and continuing until an Electrical Craft Under 40 ton Crane Operator is reassigned to perform the subject work of the Electrical Craft. All of the Claimants are furloughed from the Havre, Montana facility.

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 Submission with the Division.

On April 1, 1989, Carrier installed a new one-ton overhead crane above stalls 1 and 2 at its Havre Diesel Shop. This crane was attached to a movable bridge which had been installed in 1968 for use with a sand hopper, and is operated from the ground by means of a control panel connected to the

crane by a cable. The crane is used to position parts for installation and to secure parts during removal in connection with light repairs being performed on locomotives. Carrier has continued to use two-ton overhead cranes for light repair work in stalls 3 through 6, as well as larger cranes for heavy repairs in stalls 7 through 9. The five cranes which service stalls 3 through 9 have been operated exclusively by electricians. Carrier states it has utilized employees of various other crafts (predominantly machinists) to operate the new crane in stalls 1 and 2. According to Carrier, the assignment of the work depends upon the type of repair operation being performed, and generally does not exceed one hour per day.

In asserting the operation of the new crane is exclusively the work of electricians, the Organization has relied upon Rule 26(g)(2) of the Agreement, which reads, in part, as follows:

"(2) Crane operators now holding seniority as such will be carried on separate seniority rosters covering the entire district, and will have prior rights to any vacancies as crane operator. When vacancies as crane operator on cranes of less than 40 tons occur they will be bulletined as such, and if there are no bidders from the crane operators' roster the senior electrician helper bidding for the position will be assigned thereto and will establish seniority as crane operator as of the first day of service as such. When vacancies as crane operator on cranes of 40 tons or over occur they will be bulletined as such and if there are no bidders from the crane operators' roster the senior electrician mechanic bidding for the position will be assigned thereto, and will establish seniority as crane operator as of the first day of service as such. Crane operators on cranes of less than 40 tons shall not have bumping rights to crane operators' positions of 40 tons or over, and bids from such employees to positions of crane operator of 40 tons or over will be considered only when there are no bidders from the ranks of 40 ton crane operators or electricians. Crane operators of 40 tons or over shall retain their mechanic's seniority and crane operators of less than 40 tons shall retain their helper's seniority. Crane operators who, on the date of this agreement do not have a seniority date either as helper or electrician will be given their original dates they previously held in either of these categories. This rule shall not prevent the use of crane operators on cranes of less than 40 tons from performing electrician helpers' work, or the use of crane operators of 40 tons or over from performing electrician work when no crane operation is necessary." (emphasis added)

The Organization has also cited Rule 76, which reads, in part, as follows:

"ELECTRIC SHOP CRANES

Electricians' work shall include the operation of electric cranes of 40-ton capacity or over where such work is now performed by electricians, regardless of method of operation, and making running repairs including cleaning and lubricating. Crane operators shall be assigned to operate cranes under 40 tons capacity where such work is now performed by electrical craft crane operators, regardless of method of operation, and making running repairs including cleaning and lubricating...."

(emphasis added)

This Board does not approach this dispute without some arbitral history. In Second Division Award 7482, this Division denied a claim involving this Carrier and this Organization, 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. The Board, in that dispute, noted no regular positions in regard to the three cranes in question had been listed or filled. Rather, the cranes, as they are in the dispute herein, were operated by the various crafts, as needed, in connection with the specialized work. The Board further noted the Organization failed to show it operated such cranes on an exclusive basis throughout the Carrier's system. Finally, the Board held the Organization was required to first seek its remedy through Rule 93, which addresses controversies as to craft jurisdiction and directs such disputes be settled by the contesting organizations. In our Award 7856, which also involved a dispute at Northtown, we followed Award 7482.

More recently, the Board revisited the issue at Havre, Montana, the location involved herein. In Award 12000, this Division found no violation of the Agreement when Carrier eliminated a Crane Operator position with less than two hours work per day and thereafter had the crane operated by other Electricians in the course of their regular duties. Award 12001, also involving the facility at Havre, addressed the installation of a new 7 1/2 ton crane, which Carrier directed be operated by whichever mechanic was required to do so in the performance of his duties. This Division again cited Award 7482, and found no violation of the Agreement.

These Awards lead us to conditions which must be satisfied before the Board can find Carrier was required to establish a Crane Operator position. First, there must be evidence to establish the crane is operated at least two hours per day. Second, the Organization must show, either by Rule or system-wide practice, that the work is exclusively reserved to the IBEW. Third, the craft jurisdiction dispute procedures of Rule 93 must be exhausted.

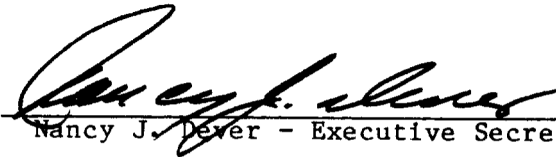
Applying those tests to the dispute herein, the Board finds Carrier has asserted the crane is used less than one hour on most days and there is no evidence to the contrary. Even though Carrier has acknowledged Electricians have exclusively operated the overhead cranes in stalls 3 through 9 at the Havre Diesel Shop, this is not satisfactory to conclude there is a system-wide practice. Finally, there is no evidence the procedures of Rule 93 have been invoked. For these reasons, we find no violation of the Agreement.

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 18th day of March 1992.