

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**Award No. 13114
Docket No. 12927-T
97-2-94-2-68**

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

**(International Brotherhood of Electrical Workers
PARTIES TO DISPUTE: (
(Burlington Northern Railroad**

STATEMENT OF CLAIM:

“1. That in violation of the governing Agreement, Rule 76 particularly, the Burlington Northern Railroad arbitrarily assigned work of the Electrical Craft to employees other than Electricians at the Glendive, Montana Diesel Facility when a supervisor instructed Machinists to operate the 5-25 ton overhead crane to remove defective power assembly from Burlington Northern Locomotive No. 1913 on February 3, 1993.

2. That accordingly, the Burlington Northern Railroad should be directed to pay Mechanical Department Electricians Steve Boysun and Dave Houser eight (8) hours pay at the punitive rate.”

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 were given due notice of hearing thereon.

As Third Party in Interest, the International Association of Machinists and Aerospace Workers was advised of the pendency of this dispute and chose to file a Submission with the Board.

On February 3, 1993, two Machinists utilized one of seven overhead cranes in the Glendive Diesel Facility to remove and replace a power assembly on Locomotive No. 1913. The entire work assigned took three hours, with the crane being utilized for approximately one hour and 15 minutes of this time. The Electrician's Organization contends that operation of the 5-25 crane is work exclusively reserved to Electricians under its agreement.

Carrier contends that Electricians are unable to establish that it has an exclusive system wide right to the work of operating cranes and that under the terms of the 1991 and 1992 National Shop Crafts Agreements the work involved was incidental to the task of changing the defective after coolers, and as such was assignable to the Shop Craft employee performing the work.

The Carrier is right on both contentions. This Board, in cases involving this Carrier and this Organization has repeatedly, held that the Electrician's Organization on the Burlington Northern does not have an exclusive entitlement to operate overhead cranes. See Second Division Awards 7482, 7856, 11469, 12000, 12001, and 12280.

Furthermore, under the expanded "Incidental Work Rule" resulting from the Report of PEB 219, and embodied in the 1991 and 1992 Shop Craft Agreements, Carrier was granted additional flexibility in the assignment of work of the type involved here. The use of the 5-25 crane was incidental to the task of replacing the power assembly. As such it could properly be operated by the Machinist.

The claim is without merit. It will be denied.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 6th day of May 1997.