

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**Award No. 13457
Docket No. 13265-T
99-2-97-2-33**

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

**(International Brotherhood of Electrical Workers
(System Council No. 16)**

PARTIES TO DISPUTE: (

(Burlington Northern Santa Fe Railroad Company

STATEMENT OF CLAIM:

- “1. That in violation of the governing Agreement, Rule 27, 76 and 98 in particular, the Burlington Northern/Santa Fe Railroad Company assigned other than Electricians to perform work of the Electrical Craft.**
- 2. Accordingly, the Burlington Northern/Santa Fe Railroad Company should be directed to compensate Springfield, Missouri Mechanical Department Electrician J. C. Hilliard four (4) hours pay at the punitive rate of pay for the violation.”**

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.

On September 18, 1995, Burlington Northern locomotive 8033 was disconnected from Train No. 82, after the locomotive consist had been removed from the train, for the purpose of adding it to another train. The handling of the locomotive was done by Carrier's Operating Craft employees on the main line in the Springfield, Missouri, yards.

Third Party notice was issued to the Brotherhood of Locomotive Engineers and to the United Transportation Union, but neither chose to respond.

The Organization alleges that the Carrier violated Rules 27, 76 and 98 of the Agreement when Carrier allowed Operating Craft employees other than Claimant J. C. Hilliard to cut and add the locomotive. In a letter dated January 3, 1996, Organization President and Local Chairman Eddie E. Mayer states:

"The task of cutting and adding locomotive to a train has always been the exclusive work of the Electrician's craft. This type of work activity, cutting locomotives while the train is on the main track, does not occur continuously at Springfield. The consists are usually routed to the Service Track where Electrical & Mechanical personnel do this work. In the past, on the rare occasion that a locomotive does have to be cut on the main track, a crew of Electrical & Mechanical personnel have been called out of the Diesel shop to do this work."

The Organization maintains that the work of cutting and adding Locomotive 8033 is an activity reserved to the Electrical Craft and should have been done by Claimant Hilliard who was available to perform the task. The Organization seeks four (4) hours pay at the punitive rate of pay for Claimant Hilliard.

The Carrier contends that work in question is not the exclusive to the Electrician's craft. Carrier adds that the task took less than ten minutes, did not require any special tools or skills, and thus falls under Article V of the Incidental Work Rule and within the scope of the Presidential Emergency Board No. 219.

In numerous Second Division Awards, including Awards No. 12544, 12000, 13133, the Board has repeatedly held that the Electrical Craft does not have exclusive jurisdiction to work that is incidental in nature. After careful review of the case at

hand, the Board finds that the Organization has not supported its allegation that the Carrier violated the Agreement. Accordingly, the instant claim is denied.

AWARD

Claim denied.

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 28th day of September 1999.