

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**Award No. 14149
Docket No. 14012
16-2-NRAB-00002-140044**

The Second Division consisted of the regular members and in addition Referee Don A. Hampton when award was rendered.

PARTIES TO DISPUTE: (**(International Brotherhood of Electrical Workers**
(**(BNSF Railway Company**

STATEMENT OF CLAIM:

- “1. That in violation of the parties governing ATSF Agreement, Rule 88 and Appendix No. 7 in particular, the BNSF Railway Company arbitrarily subcontracted work on the Carrier’s Topeka Facility Chem Lab building which contractually belongs to the Electrical Craft Employees represented by System Council 16 of the IBEW.**
- 2. That the Carrier further violated Agreement, Appendix No. 7 when it failed to both timely and properly notify the Organization of the contracting as well as confer with the General Chairman regarding the subject contracting transaction.**
- 3. That accordingly, and as a consequence of these violations of the BNSF Railway Company be ordered to compensate Electrical Craft Employees John Jensen and Kenneth Metzger for the amount provided for under the terms of the parties Controlling Agreement and as amended by PEB 219 .”**

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.

The Organization strongly argues that Department Electricians John Jensen and Kenneth Metzger were denied work opportunities when the Carrier, in violation of the Controlling Agreement contracted out without notice. That the work in question was without a doubt that which rightfully belonged to the IBEW Craft, and as such the Organization seeks relief as indicated by PEB 219, which amended the September 25, 1964 National Mediation Agreement.

The Carrier argues that the Carrier hired MMC Contractors for the emergency clean-up and repairs of the Chem Lab Building. This project needed to be completed as soon as possible and forces at the time were not adequate to handle a project of such magnitude or complexity.

The Board has reviewed, in detail, the lengthy file regarding this case. In such cases the burden of proof lies with the Organization. The Board understands the Organization's frustrations when outsiders are working on the property; however, in the instant case, the Organization has simply failed to meet their burden of proof. As the Organization has not, through substantial evidence, met their burden of proof, the claim 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 20th day of December 2016.