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NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 7944
Docket No. 7608-T
2-MP-EW-'79**J. W. GOHMANN**

The Second Division consisted of the regular members and in addition Referee Abraham Weiss when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rules 25(a), (b) and (c), 26(a) and 107(a) of the June 1, 1960 controlling agreement at Kansas City, Missouri on April 8, 1976 when they assigned Machinist Osborn to performing electricians' work, i.e., to install and hook up wiring to voltage regulator, ignition switch and amp meter on M. P. Allis Chalmers tractor.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Electrician R. C. Morris two hours and forty minutes (2'40") at time and one-half rate for April 8, 1976.

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 waived right of appearance at hearing thereon.

The issue in this case is whether machinists assigned to do maintenance work on tractors, forklifts, mobile and highway equipment in Carrier's Kansas City Tractor Shop, perform all the work necessary to repair such equipment or whether, as claimed by the Electricians' Organization, electrical work required on such equipment falls within the Electricians' jurisdiction and should be performed by members of the Electrician's craft.

The basis of the claim is that a machinist was assigned to perform electrician's work; specifically, "to install and hook up wiring to voltage regulator, ignition switch and amp meter on M.P. Allis Chalmers Tractor." The Electricians' Organization maintains that the tractor in question developed electrical trouble and that electricians "have men assigned in the tractor shop area who have in the past performed this type of work".

The Organization argues that the Electrical Workers' Classification of Work Rule grants electricians the exclusive right to all electrical work and that even though the Rule does not specifically mention mobile and highway equipment, electrical work on such equipment is reserved to the electrician's craft by the phrase, "and all other work properly recognized as electrician's work".

The Organization asserts that machinists are assigned to repair mobile equipment only for those repairs covered by the Machinists' Classification of Work Rule, which does not include electrical work. Petitioner adds that "when the need necessitates electrical repair of mobile equipment maintained at the Diesel Shop an electrician is called, and, the assigned electrician in the Car Department performs the work in question as a part of his regular assignment". Furthermore, Petitioner states that the Tractor Shop is within the diesel facility with an "Electric Shop" adjacent to the Tractor Shop.

The Carrier's position may be summarized as follows:

1. A machinist is regularly assigned to the Tractor Shop to make repairs to mobile and Hi-Way equipment and he always performs electrical work on mobile equipment; "for many years that craft has performed whatever work is necessary while in the shop". Only machinists are assigned in the Tractor Shop.
2. The assignment to do the work in dispute was made, and the work performed, in accordance with past practice. (Carrier furnished statements by machinists Osborn and Argus that they "did all the electrical work on tractors, forklifts and other mobile equipment maintained at Diesel Shop and Car Department.
3. The tractor in question is powered by a gasoline engine.
4. The Electrical Workers' Classification of Work Rule does not include work on mobile equipment. The Rule was written many years before mobile equipment came into use on the railroads.
5. No single craft has been assigned exclusive jurisdiction to work on mobile equipment; accordingly, past practice governs. The Organization has neither shown that the Agreement confers exclusive jurisdiction upon the Electricians' Craft to work on mobile off-track equipment nor that, absent specific Agreement rules, the work accrues to electricians by virtue of past practice.
6. The Organization has abandoned a similar claim after rejection by Carrier and has withdrawn a second claim filed with the Board. In connection with such claims, the parties' respective positions are identical to those advanced in the instant case.

The Machinists, as an interested Third Party, supports Carrier's position, including furnishing statements by machinists that they performed the disputed work for many years and that no electricians performed such work.

We are of the opinion that the Organization has not met the burden of proof that the work in question should have been performed by an electrician. The Organization has not cited a single specific instance of electricians performing the work. To the contrary, the evidence supports a finding of a consistent and long continued past practice that the work complained of has been performed by members of the Machinists' Craft at this location. Both the Carrier and the Machinists' Organization have furnished documentation of such past practice.

We find no reference in the Electrical Workers' Classification of Work Rule to the type of equipment here under consideration nor can we establish a grant of exclusive jurisdiction to the Electricians' Craft to perform the work in dispute. This Board has often held that past practice is determinative of work assignments in cases where no clear-cut jurisdiction or exclusivity is found and where one craft does work that arguably could be performed by another craft under its Classification of Work Rule. In the instant case, the Electrical Workers' Organization has failed to establish past practice in assigning the disputed work to its Members.

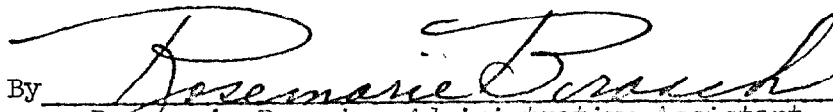
For the reasons set forth above, we must deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 30th day of May, 1979.