

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

Parties to Dispute: ( System Federation No. 7, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Electrical Workers)  
( Burlington Northern Inc.

Dispute: Claim of Employees:

1. That in violation of the current working agreement the Burlington Northern Inc., did arbitrarily abolish the position of Shop Electrician at Carrier's Hannibal Diesel Facility and assigned work contractually belonging to the Electrical Craft to non-electrical forces.
2. That accordingly, the Burlington Northern Inc., be ordered to compensate Claimant John Steenstry, Electrician at the Kansas City Diesel Facility, Kansas City, Missouri for eight (8) hours compensation at pro-rata rate for each day that employees and exempt personnel of the Carrier other than electricians, perform electrical work. Claim to start on date of March 25, 1977 and continue until adjusted.

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 employe 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 instant claim alleges that effective March 24, 1977 Carrier abolished an electrician's position at St. Joseph, Missouri. The incumbent of that position thereupon exercised his seniority to displace a junior employee at Kansas City, Mo. The claim was filed on behalf of the junior employee displaced at Kansas City. The basis of the claim is that other crafts are performing electrical work at St. Joseph, in violation of the Electricians' Classification of Work Rule 76.

The Machinists and Firemen and Oilers, as interested third parties, received notice of this dispute, but submitted no substantive comments.

Carrier asserts that the job was abolished because there was insufficient work to justify its continuation, and in its letter of declination cited the time spent by the then incumbent on electrical malfunctions during the month of January 1977. Carrier relies on Rule 27(e) which reads as follows:

"(e) When the service requirements do not justify the employment of a mechanic in each craft, the mechanic or mechanics on duty will, so far as they are capable, perform the work of any other craft that may be necessary. In the event a question arises as to the practical application of this rule, a joint check shall be made when so requested by the General Chairman."

Carrier adds that under Rule 27(e), if a question arises as to the practical application of this rule, a joint check shall be made when so requested by the General Chairman. No such request was made.

We must point out that the claim submitted to this Board in Petitioner's Ex Parte Submission differs from that submitted and discussed on the property in that the submission to us states that Carrier abolished the position of Shop Electrician at Carrier's Hannibal Diesel Facility. Hannibal and St. Joseph are two separate locations some 200 miles apart.

Restricting ourselves to the claim handled on the property; that is, the abolishment of the Electrician's position at St. Joseph, Mo., we find that Petitioner has failed to furnish evidence to support the claim. In declining the claim, Carrier's Vice President--Labor Relations cited the applicability of Rule 27(e) to the circumstances involved in this claim. Petitioner's submission makes no comment on Rule 27(e).

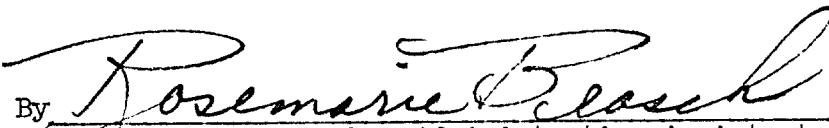
Absent evidence in support of Petitioner's allegation, we are compelled to deny the claim.

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 12th day of September, 1979.