

The Second Division consisted of the regular members and in addition Referee James F. Searce when award was rendered.

Parties to Dispute: { Sheet Metal Workers' International
 { Association
 {
 { Burlington Northern Inc.

Dispute: Claim of Employees:

1. The Carrier violated the provisions of the current agreement when they improperly assigned other than Sheet Metal Workers to dismantle, assemble and install the spacer channels, air filter media holding frames, media pads, and the work of building and assembling the media pad retainers and the maintaining of the filter compartment, in the rooftop heating and air-conditioning units at the new Wheel Shop at the Burlington Northern Havelock Shops, on or about July 26, 1976.
2. That accordingly, the Carrier compensate Sheet Metal Workers R. P. May, D. L. Burbach and C. W. Finley, each in the amount of eight (8) hours pay at time and one half rates of pay for the above stated day.

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 employees 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.

At issue here is the work necessary to maintain the air filtration/heating system atop the Wheel Shop at the Carrier's Havelock, Nebraska, facility. Intervening as a party at interest here is the International Brotherhood of Electrical Workers (IBEW) which asserts its own rights to perform such work under its existing rules. While extensive arguments are put forth by the Organization and IBEW in this regard, a careful assessment of the applicable rules, in conjunction with the work involved, fails to support either claim to such work. A sufficient showing was made that such work was, at the time of the incident in dispute here, performed by various

crafts at various locations within the Carrier's system. The Organization readily admits it lacks exclusivity system-wide to perform such work but predicates this circumstance upon a lack of represented employees at such locations. The essence of the Organization's position is to claim the right of qualified represented employees to perform such work where they are located within the Carrier's System. We are unable to find support for such a claim which would reserve such work when, and if, a represented employee is assigned to a location requiring such work. It would appear that such work is routine in nature and not requiring any particular skill of any trade. What is important, however, is the Organization's offering of a letter from Shop Superintendent Spomer, dated August 20, 1976, to subordinate supervision stating:

"Effective at once, whenever it is necessary to change the filters in air conditioning units, Sheet Metal Workers will do the work and electrical forces are not to be used in this work again.

Each of those addressed should acknowledge receipt and understanding of these instructions, and take such action as is necessary to assure compliance."

(Exhibit J of the Organization
Ex Parte Submission)

The Carrier cannot at once claim the right to make assignments and thereafter ignore or claim a lack of obligation to adhere to its own directives which substantiates its rights to effect such assignments. Obviously, a duly authorized representative of the Carrier -- indeed, the Shop Superintendent -- has determined, for economic or other conditions, that such work will be performed as set out in its August 20, 1976 letter. We conclude that this letter -- which was never refuted or denied on the record, represents the Carrier's decision as to how such work will be performed past the incident cited herein, insofar as changing air conditioning filters is concerned at that location. However, we find no basis for the claim set forth for compensation on the date of July 26, 1976.

A W A R D

Claim disposed of in accordance with the findings.

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 31st day of October, 1979.