

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

Parties to Dispute: ( System Council No. 7, International Brotherhood of  
( Electrical Workers  
(  
( National Railroad Passenger Corporation (Amtrak)

Dispute: Claim of Employees:

1. That the National Railroad Passenger Corporation (Amtrak) has arbitrarily violated Rule 6 of the Agreement and past practice when they used Electricians from the Maintenance of Equipment Department to perform work that belongs to and has been historically performed by Maintenance of Facility Electricians on August 27, 1980 at Beech Grove, Indiana.
2. That accordingly, Electricians' W. Gooley and W. Poynter be compensated for two (2) hours each at time and one-half rate of pay, account of said 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 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.

Claimants were employed as electricians at the Carrier's Beech Grove (Indiana) facility, were on duty and under pay when, on August 27, 1980 two other electricians were assigned to perform work which the Claimants contend was rightfully within their jurisdiction. Such work involved the repair of an air conditioning unit atop the office of the General Foreman. The basis for such contention, according to the record, is the advertising "Bulletin" by which the Claimants bid, and were awarded, their assignment. The Bulletin contained a Description of Duties which involved performing "maintenance/repairs and installation to shop electrical equipment including related work." The other two electricians, who were listed on the same seniority roster, obtained their positions as electricians by bidding a separate Bulletin at a different time and which contained a Description of Duties to "Perform electricians work on Amtrak Passenger car equipment including related work." The Organization essentially contends the advertising bulletins define the type of work and thus reserves such work in dispute here to the Claimants and/or others who bid and were awarded from that Bulletin. The Organization cites Rule 6 - Bulletin and Assignment as being violated. The Carrier contends all electricians can be assigned to any work since

the electricians are in the same seniority district and disputes the contention that advertising bulletins are other than informational in nature.

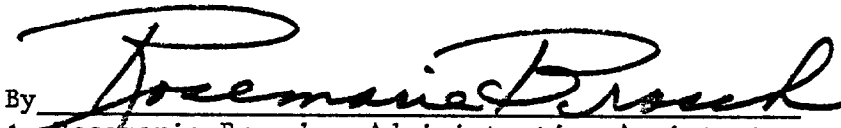
We find nothing in this case that suggests a violation of Rule 6, since this is not a bulletin dispute, and did not involve vacancies. Further, we find no indication that the advertising bulletin has the status of conferring exclusivity upon any group of employees of a specific unit of work particularly where, as here, all involved show the same seniority district. Under the circumstances, we find no merit to this claim.

A W A R D

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this, 28th day of July, 1982.