

The Second Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers  
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(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

1. That in violation of the Agreement, the management of the Burlington Northern Railroad Company's Havelock, Nebraska Car Shop arbitrarily assigned the work of Crane Operators, who are members of the Electrical Craft, to other than Electrical Craft employees who are also employed at that facility.

2. That in accord with the continuing claim filed on their behalf, the Burlington Northern Railroad Company should be instructed to compensate the following Crane Operators in the amount of hours, at the punitive rate, entered beside each name:

K. D. Deubelbeiss	14 Hours
H. L. Buresh	10.3 Hours
H. Buntermeyer	16 Hours
S. R. Russell	8 Hours
G. L. Velder	12.5 Hours
R. D. Osburn	14.5 Hours
T. J. Hart	8 Hours

The amount of hours entered is correct as of December 20, 1985, and represents violations of the Agreement on the dates of December 4, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19 and 20, 1985, and is subject to further revision as may be required.

The Burlington Northern Railroad Company should be further instructed to cease the practice of assigning the work of these Crane Operators-Claimants to members of other crafts or classes of employees.

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 employes 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.

As Third Party in Interest, the Brotherhood of Railway, Airline and Steamship Clerks was advised of the pendency of this dispute and did not file a Submission with the Division.

On four dates in December, 1985 Carrier assigned Mechanical craft personnel to dismantle freight car trucks. In the performance of said work, members of the Clerks craft were assigned to operate the Grove Mobile Crane.

By letter of December 10, 1985, the Organization filed a continuing claim wherein it contested the assignment of Grove crane operation for work which was for fifteen (15) years done by members of the mechanical department with the fifteen ton overhead crane. The contested assignment of work occurred directly below the overhead crane. It is the Organization's position that the overhead crane was normally used for this work; that operators were available; and that the work was Mechanical Department work. It's assignment to Material Department employees from the Clerks Craft was violative of the Agreement.

The Carrier does not deny that the disputed work has been done for fifteen years by use of the overhead crane. Nor does it deny that the use of the overhead crane is work belonging to Electrical Craft crane operators. It is the Carrier's position that the disputed work is neither exclusively, nor contractually assigned to the Organization. Carrier's determination of the equipment to be utilized is not restricted by Agreement and no violation of Agreement therefore occurred.

This Board has carefully reviewed the record. It indicates that for fifteen years when dismantling of freight cars was done by Carmen, the overhead crane was used and operated by the Electrical Craft Crane Operators. In the instant case, Carrier performed the same work, but assigned the Grove Mobile Crane to be used and directly below the overhead crane which was available and historically used.

The Board has searched the record and Agreement for probative evidence of a Carrier violation. Although sensitive to issues of past practice, there is no showing of exclusivity on the Carrier's system, no showing of Agreement language assigning such work to the Electrical Craft and no showing of restrictive language holding Carrier to assignment of the disputed work to particular equipment.

The Board finds no violation of the Agreement. Assignment of the Grove mobile crane to the Material Department and its operation by non-electrical workers is not a violation of Agreement. The assignment of the Grove


Mobile crane for work traditionally done by the overhead crane is without probative evidence of Carrier violation. Lacking such evidence, the claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 20th day of April 1988.