

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11671
Docket No. 11479-T
89-2-87-2-138

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

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

STATEMENT OF CLAIM:

1. That in violation of the current Agreement the Burlington Northern Railroad Company arbitrarily assigned non-electrical forces to perform welding on electrical component parts at Burlington, Iowa on July 29, 1986.

2. That heretofore the Electrical Craft at Burlington, Iowa had exclusively and historically performed all welding on this particular work.

3. That accordingly, the Burlington Northern Railroad Company be ordered to compensate Electrician J. W. Howell of Burlington one (1) hour for date of July 19, 1986 at the punitive rate and one (1) hour for each similar violation thereafter until this practice stops.

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 employees 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.

This claim has to do with the welding of motor armatures by an IAM member on July 19, 1986.

The Organization has claimed there is an exclusive right by electricians at this facility to perform the work in question. In addition, Rule 76 is clear and guarantees the electricians' exclusive right to this work. Rule 76 is reproduced in pertinent part:

"Welding

Electricians shall perform all welding, fusing, brazing, soldering (including silver soldering), tinning, leading, bonding of metals with, such as

oxyacetylene, electric, heli-arc, tungsten inert gas and thermit and drilling and tapping of metals used on work generally recognized as electricians' work."

The Organization noted that the Carrier's own bulletins refer to Rule 76 and have included in the submission statements from employees as to specificity of the work. The Organization disputed the Carrier position that this was new work and the Carrier has attempted to change the rules. The Organization argued a jurisdictional dispute occurs only where the language of the rules are not clear, and even if this was a new program, it does not change the nature of the work.

The Carrier argued that this was new work to the Carrier. There was an attempt to reach an agreement between the disputing crafts, the IAM and IBEW. Contrary to the electricians' submission, this is generally not considered electricians' work and the Carrier referred to the rule in the machinists' controlling agreement. Rule 51 states, Classification of Work: "...; oxyacetylene, thermit and electric welding on work generally recognized as machinists' work;..." The Carrier noted that this work was performed in order to build up a section of the traction motor armatures so that they could be machined. The Carrier was not stating that the machinists' craft can make connections or perform other electrical work. In any event the Carrier claimed that this is a jurisdictional dispute and should be resolved by a Rule 93 settlement.

The Board notes that the International Association of Machinists were invited to make a Third Party submission in this case in a letter dated January 20, 1988. The Machinists' Organization neither claimed nor disclaimed the work in question. The Organization stated that their members were protected by the controlling agreement and felt that the Board would give consideration to that controlling agreement when rendering its decision.

The Board finds that in this case as in many others, the Organization bears the burden of proof to show that the work is exclusively theirs by rule or by systemwide exclusivity. The Board finds that the rules are conflicting in this case, particularly in view of the purpose for the welding that was performed, i.e. to allow machining of the armature to take place. The Organization provided affidavits regarding exclusivity. Those affidavits only apply to the Carrier's Burlington, Iowa facility. There was no showing on the part of the Organization that they possess systemwide exclusivity of this work, and the Board also notes that no disposition was made pursuant to Rule 93 which covers jurisdictional disputes. Because of the foregoing, the Board finds it has no choice but to deny the claim.

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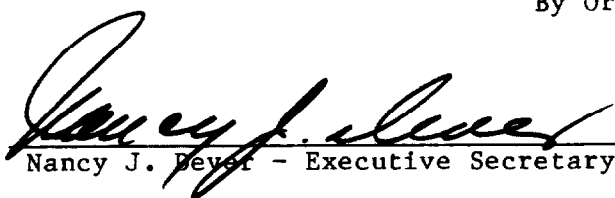
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A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of March 1989.