

The Second Division consisted of the regular members and in addition Referee George S. Roukis 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 current Agreement Carrier here assigned non-electrical forces to perform work which by contract language and historical past practice has been performed by Electrician Helpers at West Burlington, Iowa.

2. That accordingly, Carrier be ordered to compensate furloughed Electrician Helper W. A. Vogelgesang of Burlington, Iowa for all wages lost beginning on date of May 18, 1987 and compensation and/or restoration of all vacation, health and welfare benefits and all other benefits due the Claimant which were lost or adversely affected by his continued furlough and to continue in accordance with Rule 34(d) 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 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.

The Organization contends that Carrier violated the Controlling Agreement, particularly Rules 46, 76, and 78, when a Machinist Helper was assigned to operate the Sinclair Washer at the West Burlington, Iowa Locomotive Repair Facility. Specifically, the Organization maintains that prior to the date of said assignment on May 18, 1987 and which continued thereafter the disputed work was performed by Electrician Helpers consistent with the clear reservation of work language of the above cited rules. It notes that at a prior conference held on March 14, 1987, wherein discussions centered on proposed work assignments at the soon to be upgraded traction motor department, Carrier apprised the Electrician's Local Chairman that an Electrician Helper would be designated to perform the washing of the traction motors. It points out that

when the installation of the Sinclair machine was completed, Carrier reversed its decision and assigned a Machinist's Helper to operate the Sinclair washer. It observes that prior to the installation of the Sinclair washer, workers of the electrical craft washed all traction motors, either in the Proceco washing machines or at the cleaning booth. It submitted copies of position bulletins to show that operating traction motor Procecos was a principal duty of Electrical Helpers.

Carrier maintains that the specific tasks of cleaning parts and machinery have always been the responsibility of various crafts as assigned by Carrier when such work is not contained in the specific Classification of Work Rule of any particular craft. It disputes the Organizations' contention that cleaning of traction motors was exclusively performed by the electrical craft asserting instead that prior to the installation of the Sinclair washer, the majority of the traction motors were pre-washed in the strip building by members of the Carman's craft. It contends that the Organization has not shown how any of the rules reserves such work to the electrical craft. It cited Second Division Award No. 11441 as dispositive on this point.

The International Association of Machinists and Aerospace Workers, as an interested third party and consistent with the rules of the National Railroad Adjustment Board filed a reply wherein it asserted that the work involved herein was properly assigned to the Machinists. It asserted that the Electricians lacked exclusive jurisdiction to perform said work. It further noted that the Electricians failed to resolve this jurisdictional dispute in accordance with the controlling provisions of the Schedule Agreement, effective April 1, 1970. Rule 93 Jurisdiction reads:

"Any controversies as to craft jurisdictions arising between two or more of the Organization's parties to this Agreement shall first be settled by the contesting organizations and existing practices shall be continued without penalty until and when the Carrier has been properly notified and has had reasonable opportunity to reach an understanding with the Organizations involved."

In considering this case, the Board cannot disregard our determination in Second Division Award No. 6962 involving directly the same Carrier and the Carman's Organization. In that dispute, the Machinist's Organization had filed a Third Party Submission wherein it posed similar work jurisdictional arguments and reference to Rule 93 (Jurisdiction). Since we ruled that a bona fide interested Third Party was not barred from raising a new line of argument, specifically, the assertion that the original petitioning craft failed to resolve the work jurisdictional dispute in accordance with requirements of Rule 93, we find no reason upon this record to preclude Second Division Award No. 6962's application herein. In reading the partisan contentions of all three parties' we do not find any of the positions and supportive rationales as without intellectual substance and clearly we do not take any position on any of these claims or counterclaims. As per Rule 93, it is up to the parties to first attempt to settle the dispute between themselves. Second Division Award No. 6962 is controlling herein.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 31st day of October 1990.