

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12381
Docket No. 12300
92-2-91-2-87

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig 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 governing agreement, Rules 12, 27, 44 and 48, in particular, the Burlington Northern Railroad Company arbitrarily changed the assigned headquarters and work assignments of certain of its Electronic Technicians headquartered at the Denver, Colorado Radio Shop, without issuing the required bulletins.

2. That accordingly the Burlington Northern Railroad should be instructed to allow all Denver Electronic Technicians to again utilize their bulletined headquarters and reporting point at the Denver Radio Shop.

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.

This case has resulted in an extensive exchange of correspondence, much of it greatly detailed and much of it containing questions and issues that are not relevant to the Claim. Indeed, the basis and controlling issues have become somewhat obscure as a result. Nonetheless, as we best understand this case, the underlying question is whether the Carrier properly applied Rule 44 - Assigned Districts. That Rule, in pertinent part, reads:

Rule 44. ASSIGNED DISTRICTS

(a) Each employee and crew in the Communications Department and Electrical Engineering Department (except electrical construction crews) shall be assigned to a specific district with a specific headquarters, and the assigned districts

for employees of the same classification shall not overlap. However, this shall not be construed to prevent the assignment of more than one employee of the same job classification to the same district whether or not they are on the same or different shifts; nor shall traveling electricians or communications crews working in the same territory as communications maintenance employees be considered an overlap of districts. Headquarters and/or districts once established will not be changed until the affected employee is given a 30-day advance notice of such change by certified mail with a copy to the General Chairman."

The relevant facts show that in early 1989 there was a rearrangement of forces within the Denver Metropolitan area that resulted in certain changes to work assignments. The former General Chairman basically agreed with the Carrier's proposed personnel assignments, as long as the affected employees were given proper notice pursuant to Rule 44, noted above.

The initial Claim is dated October 23, 1989. In pertinent, part, it asserted that: "Since the Communications Department reorganized on April 1, 1989, Jack M. Kelly has been asked to report for work at the National Customer Information Center from 6:00 a.m. to 2:30 p.m." The Organization claims that the Carrier erred when it changed the Claimant's work hours. The Claimant formerly worked 7:00 a.m. to 3:30 p.m. Subsequently, an additional Claim was filed which basically contended that the Carrier did not have the right to assign employees to different reporting points within a headquarters territory.

While we note that an arguable point could have been made with respect to time limit infractions, we find that this matter would best be resolved on its merits.

In our opinion, the Organization has not carried its burden of proof of showing that the Carrier is restricted by Agreement language when establishing more than one reporting point for its employees. We find no language in Rule 44 that would prohibit either multiple headquarters within a single defined territory or multiple reporting points within a headquarters area. Moreover, it should be noted that Appendix H, Section IV - Rearrangement of Forces involves "rearrangement of forces within a headquarters area...". At other locations on the Carrier's property assignments similar to the one contested in this Claim have been made since 1984. All of this give substance to the Carrier's position.

For all of the foregoing, we must deny the Claim.

A W A R D

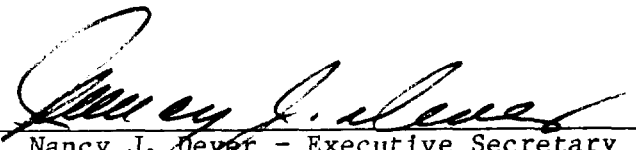
Claim denied.

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NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of July 1992.