

Form 1

The Second Division consisted of the regular members and in addition Referee John C. Fletcher 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 governing agreement, Rule 76 in particular, the Burlington Northern Railroad Company improperly assigned a Machinist to perform work belonging to the Electrical Craft.
2. That, accordingly, the Burlington Northern Railroad company should be ordered to compensate Electrician Robert Kuhn of Havre, Montana for seven (7) hours at the punitive rate and eight (8) hours at the pro rata rate of pay for 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.

As Third Party in Interest, the International Association of Machinists and Aerospace Workers were advised of the pendency of this dispute, and filed a submission with the Board.

On April 2, 1990, two Machinists and a Supervisor were dispatched from Carrier's Havre, Montana Diesel Shop to Essex, Montana to replace a defective traction motor wheel assembly with a dummy wheel on a locomotive that had derailed, so that the unit could proceed on its own power to the shop for repairs. To effect the change it was necessary for the Machinists to disconnect traction motor leads. The Organization claims that under its Agreement disconnecting traction motor leads is work reserved to the Craft of Electricians.

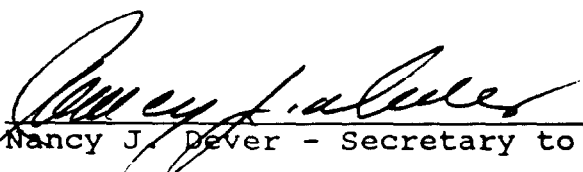
In the circumstances of this case, the Board does not agree. Disconnecting leads is work incidental to the replacement of a defective traction motor assembly with a dummy wheel. Under the terms of existing agreements pertaining to the "PERFORMANCE OF INCIDENTAL WORK AT RUNNING REPAIR LOCATIONS" tasks which do not comprise a preponderant part of the total amount of work involved in the assignment may be performed by mechanics assigned to the main project. Havre is a running repair location. The Machinists that performed the work were assigned to Havre. Had the locomotive been towed to Havre the traction leads could have been disconnected by Machinists at that location. It would seem that unless different agreement provisions control the work performed at Essex (and our attention has not been directed to any other agreements to this effect) it was not a violation to have Havre Machinists perform incidental work at that location.

The claim is without merit, it will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: 
Nancy J. Dever - Secretary to the Board

Dated at Chicago, Illinois, this 21st day of July 1993.