

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 13067
Docket No. 12856
96-2-93-2-234

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

(International Brotherhood of Electrical
Workers, System Council No. 2
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

"1. That the Union Pacific Railroad Company violated Article I, Sections 1, 2, 3, 4, and 5, of the September 25, 1964, Agreement when it failed to afford protective benefits to Equipment Installers W. H. Hill, D. J. Woolsey, M.J. Cox and W.A. Zona who were deprived and/or placed in a worse position as a result of a change in operation for any of the reasons set forth in Section 2 of the controlling agreement and as a result of changes in the operations of the Carrier due to the causes listed in Section 2, namely, (A) Transfer of work, (B) Abandonment of facilities or services or portions thereof, (E) Voluntary or involuntary discontinuance of contracts; and (F) Technological Changes and further failed to give at least sixty (60) days notice (ninety (90) days in cases that will require a change of employees' residence) as required by said Agreement;

2. That accordingly the Union Pacific Railroad Company be ordered to afford Equipment Installers W.A. Hill, D.J. Woolsey, M.J. Cox and W.A. Zona, in Article I, Sections 5, 6 and 7(a) of the mediation agreement, per schedule of the Washington Job Protection Agreement."

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 employee 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 were given due notice of hearing thereon.

The record shows that, at the Carrier's initiative, attempts were made through extensive correspondence to seek means to alleviate the consequences of the reduction and/or elimination of positions of Equipment Installer. This exchange commenced on February 25, 1992 and continued until at least January 13, 1993, apparently without success.

During this period, on May 15, 1992, the Carrier abolished four Equipment Installer positions at four separate locations. As a result, the Organization initiated this Claim seeking protective benefits under the September 15, 1964 Agreement. As required, the Organization cited portions of Article I, Section 2, claiming these to be "changes in ... operations." These portions were transfer of work, abandonment of services, discontinuance of contracts, and technological changes. The Carrier in response stated that its action simply reduced the number of certain Equipment Installer positions while assigning any remaining work to other Equipment Installers.

The Board's difficulty with the Organization's Section 2 contentions is that the Organization has failed to demonstrate with convincing information that the abolishment of the four positions was caused by any of the alleged operational changes. Without such support, it is well established that there is no burden of proof required from the Carrier under Section 3 of the 1964 Agreement.

The failed attempts to reach accommodation as to Equipment Installers in general does not affect the contractual status of the abolishment of four positions here under review. Whatever else may be involved here, it does not include application of protective benefits under the 1964 Agreement; this is the sole issue raised in the Statement of Claim.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

Form 1
Page 3

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NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 9th day of December 1996.