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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6405
Docket No. 6241
2-URR-USWA-'72

The Second Division consisted of the regular members and in addition Referee Irving T. Bergman when award was rendered.

Parties to Dispute: (United Steelworkers of America
(Local 1913
(
(The Union Railroad Company

Dispute: Claim of Employees:

This dispute represents a protest from grievant Mike Orosz, who is an incumbent to the Blacksmith position, (Local Title) or Car Parts Fabricator, (standard job description title), that on December 10, 1971 Management improperly abolished the aforementioned position.

In initiating this action under Rule 17, Management misused and distorted the clear intent of Rule 17.

A grievance locally designated as Case CD-16 was properly filed on the instant case and reads as follows:

"I Mike Orosz claim that the Company violated the contract, under job descriptions. My job as Blacksmith was abolished on December 10, 1971. Since then the Company had Punch Press, and Shear operator, Mr. Salsgiver and layerout Mr. Shotwell doing the work that I have done in the past. I have checked with these men every day and they tell me that they were ordered to do that work. Such as straightening cutting levers, bottom conn., brake rods, and so forth. These men claim that they have never done that work before. I feel that this is an unfair labor practice. I request that the Company pay me Blacksmith wages for every day that my job was abolished.

Hearing requested as per Rule 25."

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.

The claim was filed by an employee who did blacksmith work. It alleges that the position of blacksmith was improperly abolished under Rule 17 of the Agreement. This is based on the further allegation that the blacksmith's work is being done in the car department by the punch press-shear position and the layerout position.

It is clear that the Organization has not made out a case that Rule 17, Reduction of Forces, was not followed properly. The violation, if any, is claimed to be the fact that the position was improperly abolished because the same work previously performed by the blacksmith is being done by Car Parts Fabricators other than the blacksmith, at a lower rate.

The Carrier maintains that with the completion of a caboose building program, a force of 106 employees in the car shop including the blacksmith was reduced to 50 employees. Less work was being done in the Car Shop area, and particularly in the Blacksmith Shop. Further, while the blacksmith's work was still being done by him, bending and straightening operations were also being performed by punch press operators and that it is more economical and efficient for the work to be done as it is being done now.

We can see no violation, particularly when the work as it is being done now was being done while the blacksmith position existed. There was no right to consider this as exclusively blacksmith work at the blacksmith rate of pay, (Second Division Awards No. 4463, 5740, 5826, 6080, 6082), nor has such exclusive right been proven.

In addition, management has the right to rearrange the work, and operate in an economical, efficient manner as it judges to be best. This includes the right to abolish a job to accomplish this goal. Management has the right to abolish a position if a substantial part of the work has disappeared. The only limitation on these rights would be those which may be set forth in the Agreement. No such restriction has been pointed out in this case, (Second Division Award No. 1829, Third Division Awards No. 6022, 6239, 6244, 6945, 7184).

It is not necessary to review the technical objections raised by the Carrier. The issue is clear regardless of the way it has been set forth. It is desirable to decide the issue on the merits for the guidance of the parties, rather than to reject the claim on a technicality.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 16th day of November, 1972.