

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: ( System Federation No. 2, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Boilermakers)  
(  
( Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling agreement when they abolished the Flanger's job at their North Little Rock Shops on January 3, 1973 and discontinued the Flanger's rate for such work.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Boilermaker J. R. Reeves, Sr., the difference between the Flanger's differential and the Welder's rates for January 3, 1973 and for each day thereafter until he is restored to the Flanger's job.

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 Claimant, Boilermaker J. R. Reeves, Sr., was assigned the job of Flanger and Welder in the Boiler Shop at the Pike Avenue Shop in October of 1968. On January 3, 1973, a Bulletin was posted abolishing this job as Flanger and Welder.

The Organization contended on the property that the abolishment of the job was a violation of Rules 13, 66 and 85. The Organization also contends before this Board that the Classification of Work Rule (Rule 62) was also violated. The Organization contends many items have and still are being "flanged" on a "flanging machine" at the Pike Avenue Shop; and that up to sixty hours of such flanging work is done each week.

Carrier's position is that the work which was typical of flanger assignments referred to in the Agreement has disappeared with the disappearance of steam power. The Carrier contends that Rule 66 was not violated and that a Pay Rule, Rule 85(b) and a Bulletin Rule, Rule 13(a) have no significance since the Organization has not first established that the Flanger and Welder position is required under the Agreement.

Rule 66(a) requires that, "Flange turners, layers out, fitters up shall be assigned in shops where flue sheets and halfside sheets or fire boxes are flanged...." The Organization admitted on the property that the type of work spelled out in Rule 66(a) was not being performed at the shop (Employes Exhibit J). The Organization admits in its Rebuttal Statement that Rule 66(a) has nothing to do with present dispute. Rule 62, the Boilermaker's Classification of Work Rule, refers to "flanging and flue work in fire box": clearly this work is not now being performed at the Shop and cannot serve as Agreement authority for the Flanger and Welder position. If the Organization is relying on the "all other work generally recognized as boilermakers' work" clause of Rule 62, then it is unquestionably settled by this Board in many prior awards that the Organization must prove that the type of work now being performed by up to 15 Boilermakers at the Pike Avenue Shop has historically and traditionally on a system wide basis been the exclusive work of a flanger's position. The contentions made in Employes Exhibits "B", "C", "H", and "No. 1", clearly do not satisfy the requisite burden of proof.

Rule 85(b) states: "Boilermakers assigned as layers out and/or flangers shall receive eighteen cents (18¢) above minimum rate paid boilermakers." This rule is a pay rule and does not restrict the Carrier in its prerogative to assign work. In the instant dispute the Claimant is no longer assigned as a Flanger and Welder and is no longer entitled to the differential pay. In order for this Board to sustain the claim in the instant case, the Organization has the obligation of showing that the Agreement was violated when the Carrier abolished the Flanger and Welder position. This the Organization has not done. The Organization contends that Third Division Award 18403 supports their position. In Award No. 18403 the Carrier discontinued paying the track bolt machine operator the roadway machine operator's rate of pay and paid thereafter the rate of pay for operating the track bolt machine at the welder helper's rate of pay. Clearly Award 18403 is a pay rule case. The track bolt machine operator's position was not abolished: the Agreement support for the position of the track bolt machine operator's position was not in question: the claimant continued to operate the same machine at the lower rate of pay. In the instant case the "Flanger and Welder" position has been abolished; and the Organization has not shown any Agreement rule requiring that the position be maintained. In the absence of a rule requiring the position of Flanger and Welder be maintained, the Pay Rule and the Bulletin Rule are both inapplicable.

Form 1  
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Award No. 6857  
Docket No. 6747  
2-MP-BM-'75

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By Rosemarie Brasch  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 2nd day of May, 1975.