Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 8979
SECOND DIVISION Docket No. 8984-T
2-NRPC-EW-'82

The Second Division consisted of the regular members and in addition Referee Gilbert H. Vernon when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(National Railroad Passenger Corporation

Dispute: Claim of Employes:

1. That the National Railroad Passenger Corporation (Amtrak) violated Rule 1 of the controlling Agreement when they removed work belonging to the electrical craft and assigned the work to other crafts.

2. That, accordingly, the National Railroad Passenger Corporation (Amtrak) be ordered to pay Electrician D. L. Soots a total of eight (8) hours and thirty-five (35) minutes at the time and one-half (1-1/2) rate for work performed by another craft on April 12, 14, 17 and 18, 1979.

3. That, accordingly, the National Railroad Passenger Corporation (Amtrak) be ordered to comply with the Agreement and deter from the removing of this work from the electrical craft.

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 is employed in the boiler shop at the Carrier's Beech Grove Indiana maintenance facility. Early in 1979, one of two overhead cranes in the boiler shop were overhauled after an OSHA inspection had determined that one of the cranes did not meet certain safety standards. Each of these cranes was operated from an overhead cab. At the time of the overhaul, the Carrier changed the controls from cab-operated controls to pendant controls. After the change, instead of being operated from the cab, the crane could be operated from the shop floor by means of a push-button control box which was connected to the crane by a flexible cable. The crane did not change in any other respect except this one.

This dispute involves the interpretation and application of Rule 1 of the contract which reads as follows:

"Pending adoption of a national classification of work rule employees ordinarily perform the work which has been performed traditionally by the craft at that location, if formerly a railroad facility, or, as it has been perfomred at comparable Amtrak facilities, if it is a new facility."

Employees argue that the operation of all types of cranes, cab operated or pendant controlled, have historically been reserved for their craft. In support of this they present a statement from an electrician that contends that he and another electrician have always operated two thirty-ton cranes which have pendant controls in another part of the same facility. They also submit a copy of a job bulletin which assigned a bargaining unit employee to operate these 30 ton pendant controlled cranes. The Organization also points out these statements were not refuted by the Carrier in the record. They also support their contention with several statements from employees from various crafts which state that electricians have always operated all types of cranes of a 10-ton or heavier capacity.

The Carrier agrees that electricians have historically operated the cab-operated overhead cranes. However, they argue that the operation of this particular crane changed when the technological improvements were made. They assert that the nature of the crane was "... significantly altered". They direct the Board's attention to Second Division Award 1480 in this regard. They also assert that the distinction between a cab-operated crane and a floor-operated crane has previously been treated in Second Division 2737 and moreover they direct attention to Second Division 1358 which they contend establishes that electricians do not have exclusive right to operate overhead cranes. The Carrier further argues that electricians have not historically operated pendant-controlled cranes. They assert that employees other than electricians operate five different three-ton pendant controlled cranes in the wheel shop. They do admit that the two electricians have been assigned to operate a pendant-controlled crane but contend that it is a special situation due to the capacity of the crane, the lack of a safety device and due to the differences in its lack of mechanical levers. Carrier lastly argues that nothing in the agreement proscribes the Carrier from instituting changes or adopting different operating techniques.

After carefully considering the evidence we are of the opinion that even if we were to conclude that changing a crane from cab operated to pendant controlled changed the nature of the crane substantially, we cannot conclude that the Electricians craft is not entitled to operate it. Based on the evidence properly before us, it is the conclusion of the Board that the Organization has sustained the necessary burden under Rule 1 of showing that the work in question has been traditionally performed by them at the location in question. The Organization has presented convincing evidence that they have operated both pendant controlled cranes and cab operated cranes at the facility in question. The Carrier did argue that crafts other than electricians operated 3 ton pendant controlled cranes at this location. However, a review of the record does not reveal that this evidence of position was taken on the property. We are therefore, under the rules of the Board, precluded from considering this evidence. This is so well established it doesn't require citation. The Carrier further tried to distinguish the instant pendant crane from the 30-ton pendant controlled

crane operated by the electricians craft. However, there is not enough evidence in the record to conclude that the material aspects of operation and function of the two cranes is different.

The Carrier has agreed to Rule 1 which clearly states that the work which has traditionally been performed by a craft at a location will continue to be performed by them pending the adoption of a national classification of work rule. In this case, the evidence before us is substantial enough to conclude that the craft has traditionally performed the work in question and should continue to do so pending the negotiations referred to in Rule 1. Therefore, we must sustain part 1 and 3 of the claim. However, regarding part 2, the record reflects that the Claimant was on vacation April 12 and 14. Regarding April 17 and 18, he was on duty and otherwise occupied at the time that the operation of the crane was needed. Payment would therefore be inappropriate. Part 2 of the claim is denied.

A W A R D

Claim sustained to the extent indicated in the Findings.

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 10th day of March, 1982.