Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 10104
Docket No. 9694
2-AC&Y-CM-'84

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

Parties to Dispute: (Brotherhood Railway Carmen of the United States and Canada
(The Akron, Canton & Youngstown Railroad Co.

Dispute: Claim of Employes:

No. 1. That the Carrier violated the provisions of the controlling Agreement beginning with June 23, 1980, when they furloughed Welder, Fred Cottle and arbitrarily assigned his work to members of the Carmens' Craft.

No. 2. That accordingly, the Carrier be ordered to reimburse Welder Fred Cottle at the Welders' rate of pay, for eight (8) hours each day, five (5) days per week, all vacation rights, sickness and health benefits, dental plan and all other benefits, as though he remained on the job and that this claim be considered as a continuous running claim.

No. 3. That accordingly, the Carrier be ordered to return Welder F. Cottle to his rightful position as a Welder, at Brittain Yard, Akron, Ohio and the work of Welding that was stripped from Welder Cottle be restored.

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 employes within the meaning of the Railway Labor Act as approved June 12, 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.

Claimant, who was a welder at the freight car repair track at Brittain Yard, Akron, Ohio, was furloughed effective June 20, 1980, because of a decline in business.

A time claim was filed on August 21, 1980 alleging that the Claimant was protected by an agreement dated January 25 1950, signed by all Shop Crafts, which reads as follows:

"In as much as the Akron, Canton & Youngstown Railroad has a small shop with a small group of employees this Company will employ Welders to do all the welding for all Crafts. This rule shall supersede all welding and brazing listed in the other Crafts' rules.

Attached to that time claim letter is a report showing welding performed on different dates from June 23, 1980 to August 13, 1980.

The record shows that in 1950, when the above-mentioned agreement was executed, 102 employes including supervisors, worked in the Mechanical Department at Brittain Yard, Akron, Ohio. In July 1980 only 24, including supervisors, were so employed in the Mechanical Department in that Yard. There is no disagreement that a serious decline in business necessitated the furlough of the Claimant and other employes.

In a letter dated April 28, 1981, Carrier declined the claim and pointed out that Employes' attachment to the time claim dated August 21, 1980, supported Carrier's position that there is not sufficient work in the Brittain Yard to justify employing a full time welder. Carrier points out that this attachment reveals that the Claimant would have performed no work on June 24, 1980, that on July 1, 1980 only one Carrier iron was welded, no welding was performed on July 2, 1980, that for the period from June 16, 1980 through June 27, 1980, consisting of 80 potential man-hours, only 23.84 man-hours were spent performing welding work. This shows that 2.38 man-hours per day were spent in welding work. Since June 20, 1980, welding, when necessary, is performed by carmen, work that is in their classifiction.

It is clear beyond any question that a full time welder is not needed at Brittain Yard. The January 25, 1950 Agreement does not obligate the Carrier to retain a full time welder under any and all conditions and circumstances. That Agreement was entered into to avoid disagreements and settle differences among the Shop Craft Organizations. When there is not enough work for a full time welder, the Carrier is not obligated to retain one. This is recognized in Article IV of the September 25, 1964 Agreement, which says that "At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point". Article IV also provides that the General Chairman of any craft may request a joint check as to whether sufficient work in a specific craft is being performed to justify the retention of the employe or employes in that particular craft. There is no evidence here that the General Chairman requested a joint check of welding work done in Brittain Yard.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 26th day of September 1984.