

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(Burlington Northern Railroad Company

Dispute: Claim of Employees:

1. That the Burlington Northern Railroad violated the provisions of the controlling Agreement when it failed to bulletin two (2) Carman positions and deprived senior qualified Carmen seniority rights.
2. That the Carrier advertise by bulletin the positions as truckman repairer jobs at the Carman Welder's rate of pay.
3. That senior employees availing themselves by application and bid be assigned to said positions.
4. That this is a continuous grievance until satisfactorily settled.

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 employees 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 Organization argues that Rules 17 and 30 of the Controlling Agreement were violated when Carrier failed to bulletin two (2) Carman truck repair positions. It maintains that when Carrier introduced the new welding procedure in the Federation Shop at Springfield, Missouri, sometime in November, 1981, Carrier omitted to advertise by bulletin the two (2) new positions and such action, denied senior employees the opportunity to bid on more desirable positions. The Organization asserts that the use of the new welding device effectively created two (2) new positions that contractually required compliance with Rules 17 and 30. These Rules in part read:

"Rule 17

When new jobs are created or vacancies occur in the respective crafts the oldest employes in point of service shall...be given preference in filling such new jobs or any vacancies that may be desirable to them. All permanent vacancies or new jobs created will be bulletined."

"Rule 30

...Seniority as mentioned in any of the rules of this Agreement will govern when the employes desiring to exercise such rights have the ability to perform the duties required."

It cited several Second Division Awards to support its position. (See Second Division Award Nos. 1440, 1575, 2294, 2850, 3552 and 4839.)

Carrier argues there was no reason to bulletin two (2) positions since the introduction of the new welding device did not substantively change the work of repairing truck bolsters. It notes that the welding device is used to rotate the bolster for easier application of the cast ring and avers that its introduction did not create two (2) new positions. It contends that Agreement does not preclude it from assigning truck repair work to Carman welders, nor require it to bulletin exclusive positions. It points out that the only specified positions in the Shop area were in the Fabrication, Door and Air Brake Shop, including jobs performing air work in the Shop's main area, which it observes was the result of a special verbal agreement. It asserts that this understanding did not contemplate the inclusion of jobs outside these areas and avers that it properly assigned the work to members of the Carmen's craft consistent with the Classification of Work Rule.

In our review of this case, we concur with Carrier's position. From the record and specifically from our examination of the type of work performed with the utilization of the new welding device, we are not convinced that the bolster repair work had considerably changed, thus warranting the conclusion that two (2) new positions were created. We cannot disregard the on-site observance of specified jobs in the Fabrication, Door and Air Brake Shops as contrasted with the areas that do not require specified jobs and these important pivotal distinctions are persuasive. The work was properly assigned to Carman welders in a manner that was in accordance with the Controlling Agreement and the practices observed and agreed upon by the parties at the Springfield, Missouri Consolidated Freight Car Shops.

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Award No. 10490
Docket No. 10096
2-BN-CM-'85

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 7th day of August 1985.