

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
(
(Consolidated Rail Corporation (Conrail)

STATEMENT OF CLAIM:

1. Claim filed on behalf of Altoona, Pa. Electrician J. A. Minielli on July 24, 1986 as Grievance No. J-78-86, covered in Consolidated Rail Corporation File No. L-6-220(E), System Docket No. CR-3728; attached hereto as Organization Exhibit "A-1 through A-9."

2. Claim filed on behalf of Altoona, Pa. Electrician M. J. Campanaro on July 25, 1986 as Grievance No. J-81-86, covered in Consolidated Rail Corporation File No. L-6-223(E), System Docket No. CR-3729; attached hereto as Organization Exhibit "B-1 through B-9."

3. Grievance No. J-83-86 filed at Altoona, Pa. on July 25, 1986, covered in Consolidated Rail Corporation File No. L-6-225(E), System Docket No. CR-3731; attached hereto as Organization Exhibit "C-1 through C-9."

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 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.

As Third Parties in Interest, the Brotherhood Railway Carmen/ A Division of TCU, Transportation Communications Union, International Brotherhood of Firemen & Oilers, and Transport Workers International Union were advised of the pendency of this dispute. The Brotherhood Railway Carmen/ A Division of TCU filed a Submission with the Division. The Transportation Communications Union, International Brotherhood of Firemen & Oilers, and Transport Workers International Union did not file a Submission with the Division.

The instant dispute involves three separate Claims, arising in June 1986, at Carrier's Locomotive Shops at Altoona, Pennsylvania.

Claim No. 1 contends that the Agreement was violated when Carrier abolished an Electrician's assignment which performed the duties of segregating, classifying and distributing material for the Electrical Shop and had work of the abolished position thereafter performed by other Electricians and members of other Crafts. The Organization contends that the work previously assigned to the abolished position accrued exclusively to Electricians in the Altoona Shop and in particular to the Electrician's position which was abolished.

Neither contention is supported by the Agreement. While it is correct that the abolished position was established on March 21, 1978, with bulletined duties described as:

"Segregate, classify, distribute all incoming and outgoing material associated with Electric Shop. Must be familiar with all component parts worked in Electric Shop."

This does not mean that the position could never be abolished if it was no longer required by changing circumstances and any remaining duties distributed to others in a manner not prohibited by the Agreement. Search of the record fails to develop any support for the Organization's contention that its Agreement was violated when other Electricians were required to segregate, classify, and/or distribute material following the June 16, 1986 abolishment.

On the matter of employees of other Crafts being required to segregate, classify and/or distribute material following the June 16, 1986 abolishment, Carrier has established that such work has never been exclusively performed by Electricians at this facility. Other Shop Craft employees, Machinists, Carmen, Boilermakers, Sheetmetal Workers and Firemen and Oilers, as well as Storehouse employees in the Clerical Craft, have performed these tasks regularly in the past.

Claim No. 1 is without merit and will be denied.

Claim No. 2 contends that the Agreement was violated when an Electrician was required to utilize a transtacker to move certain material needed in the performance of work he was doing. Operation of a transtacker, it is argued, was not comprehended in the Electrician's assignment.

In the circumstances of Claim No. 2, we are unable to find that an Electrician's use of a transtacker to move material, needed in the completion of his assignment, to the site of his assignment, constitutes working outside the scope of his assignment. What is involved is a situation where an employee was obtaining material for the performance of his duties. The material was heavy or difficult to handle and he used available mechanized equipment to place it at the work site. We do not view this as the performance of duties "not comprehended in this regular assignment."

Claim No. 2 is without merit and will be denied.

Claim No. 3 contends that the Electrician's Agreement was violated when a Carman Painter utilized a transtacker to move items connected with his painting tasks.

We are unable, under the Electrician's Agreement, to find support for Claim No. 3. What is involved is a situation where a Painter moved a number of items. These included not only Electrical components that he was painting, but material from the Machine Shop and Welding Shop he was working on. It has not been established that Electrician's have exclusive control over the operation of a transtacker in the circumstances present in this Claim.

Claim No. 3 is without merit and will be denied.

A W A R D

Claims 1, 2 and 3 are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of August 1990.