

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

Award No. 12402  
Docket No. 12295-T  
92-2-91-2-89

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

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

STATEMENT OF CLAIM:

IBEW Grievance J-147-87: This union charges management with the violation of the controlling agreement, specifically Scope, clasasification(sic) of work, past practice and 2-A-3(b)1, when on October 20, 1987 the carrier elected to abolish a crane operators position located at the Hollidaysburg Car Shops Storehouse area. This crane was known as a "Storehouse Crane." Under Classification of Work and the IBEW Agreement especially #24, it is extremely clear that only IBEW has equity in the operation of the overhead traveling cranes. The Carrier improperly assigned the work of the Storehouse Crane to other crafts that have no equity in the operation of said crane. Prior to 10/20/87 there were two cranes located on the southside of the Hollidaysburg Car Shops in the Storehouse area. Crane #1 was operated by Electrician Eastep and Crane #2 was a crane that was never used in this area. It must be noted that both cranes were situated at the same location. Crane #1 was a crane that the IBEW operated for the past 20 years. The Carrier put what is called radio controls on Crane #2 and once the radio controls were installed and operational abolished the position of crane operator on Crane #1 and gave all the work that was being performed by the operator of Crane #1 to other crafts, namely the BRAC personnel. Crane #2 is used primarily to assist the BRAC personnel in loading and unloading material. Prior to the modifications of Crane #2, Crane #1 performed the same identical functions as Crane #2. It is quite clear that the Carrier has deliberately ignored the Agreement dated May 1, 1979 between the Internatinal (sic) Brotherhood of Electrical Workers and the Consolidated Rail Corporation, especially the Saving Clause which reads:, "...and it is also understood that work not included within this Electricians' Classification of Work which is being performed on the property of any former component railroad by Electricians will not be removed from such Electricians at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement.

Therefore this union is stating that the Carrier must re-establish the position of crane operator to perform the work that Crane #1 formerly performed that is now being performed by Crane #2.

This claim is subject to Rule 4-P-1.

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 Party in Interest, the Transportation Communications Union were advised of the pendency of this dispute but did not file a Submission with the Division.

The Organization contends that Carrier violated the Controlling Agreement, specifically the Classification of Work Rule, past practice and Rule 2-A-3 (b)1, when Carrier abolished a Crane Operator position located at the Hollidaysburg Car Shops Storehouse area. It notes that prior to October 10, 1987, there were two cranes located at this situs, but one crane designated as Crane #2 was never used in the area, as contrasted with Crane #1 which was consistently operated by a Electrician. It further notes that when the Crane #1 operator's position was abolished on the aforesaid date, Carrier installed radio controls on Crane #2 and assigned all the work that was performed by the Crane #1 operator to other crafts, namely BRAC personnel. It charges that said actions violated the cited provisions by removing work from Electricians that was protected by past practice or Agreement. It also cites Second Division Award 8979 as controlling.

Carrier contends that when it converted the overhead cab operated crane to a radio controlled floor operated crane, the changed crane came under the aegis of Paragraph #24 of the Electrical Workers Classification of Work Rule and thus, it was permissible to assign the operation of a floor operated crane to other crafts, when said employees operate the crane incident to the performance of their duties. It observes that clerical employees have only used the floor operated crane at the Hollidaysburg Car Shop incident to loading and unloading materials as part of their normal duties. It also notes that two prior unchallenged denial letters on the formal Pennsylvania Railroad involving Carmen and Electricians at the Hollidaysburg situs demonstrate both crafts shared the operation of the floor operated cranes. The electrical workers were then represented by the Transport Workers Union of America.

In considering this case, the Board concurs with Carrier's position. We do so for several reasons. Firstly, Carrier is not barred from converting the overhead cab operated crane to floor operated. There are no indications

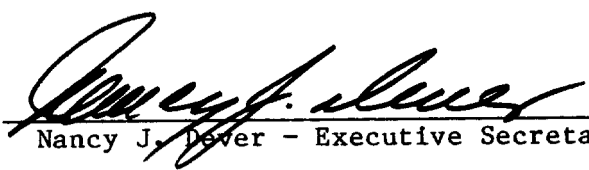
of such prohibitions or indications that the converted crane was not effectively floor operated. Secondly, under Paragraph #24 of the Electrical Workers Classification of Work Rule, relating to Helpers, other crafts are not precluded from operating a floor operated crane as long as the work is incident to their duties. Throughout the handling of the dispute on the property Carrier indicated BRAC employees operated the converted crane anywhere from 15 minutes to five hours in connection with loading and unloading material and there was no rebuttal of this statement. Thirdly, while Second Division Award 8979, as relied upon by the Organization is on its face somewhat persuasive, the facts in that dispute are distinguishable in that a showing was made Electricians operated pendant controlled cranes and the Board ruled as inadmissible belated evidence that other crafts operated pendant controlled crane. Accordingly, upon the record we are compelled to deny the Claim.

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 5th day of August 1992.