

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

(Brotherhood Railway Carmen of the United States  
(and Canada

Parties to Dispute: (

(Louisville and Nashville Railroad Company

Dispute: Claim of Employees:

1. That the Louisville and Nashville Railroad Company, improperly allowed Supervisors W. Barton, J. R. Mitchell and Carman G. T. Goins to perform work subsequent to July 18, 1980, that has been previously performed, prior to the abolishment of his position effective July 18, 1980, by Carman R. L. Poore, Sr.

2. (a) Accordingly, it is requested that the Louisville and Nashville Railroad Company be ordered to rebulletin the position as it was bulletined on May 10, 1979 and that

(b) The Louisville and Nashville Railroad Company should be ordered to compensate the first out available men on the Carmen's Miscellaneous Overtime Board, at South Louisville Shops, Louisville, Kentucky, eight (8) hours each at the time and one-half rate of pay for July 21, 22, 23, 24, 25, 28, 29, 30 and 31, 1980 and for each date thereafter until the position is rebulletined.

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 basic facts in this case are as follows: On May 10, 1979 job bulletin No. 88 (Torch Operator) was posted on the bulletin boards at the South Louisville Shops. It was awarded to Carman G. T. Goins on May 17, 1979, who held this position until August 2, 1979, when he was displaced by Carman R. L. Poore. Carman Poore held this position until July 18, 1980, when it was formally abolished. It is the Organization's position that Carrier violated Rules 104 (Classification of Work) and 30 (Reassignment of Work) of the Controlling Agreement when the work assigned to the abolished position was subsequently performed by supervisory employees. The Organization asserts

that Carrier does not have the contractual right to abolish a craftsman position, and then unilaterally reassign the work to its supervision. The duty requirements set forth in the position bulletin required in part that the incumbent be able to read blue prints and make graphic designs.

Carrier argues that the claim is without merit or Agreement support and should be denied. In particular, it avers that the work of reading blue prints and making graphic designs is not exclusively reserved for the Carmen craft, or for that matter to any other identifiable class of employees. It maintains that the designation of specific duties in a position bulletin does not by definition automatically extend work exclusivity, and cited Third Division Award No. 16544 as supportive of its position. In this instance, Carrier observes that the position of Torch Operator was initially bulletined at the request of the Local Chairman since Carman G. T. Goins was taken off his regularly assigned position and utilized in the Mechanical Engineers office. Carrier notes that because Mr. Goins had drafting ability, it was anticipated that authority could be obtained to promote him to an official position. In essence, it asserts that it bulletined the position in response to the Local Chairman's protest that Mr. Goins was not working his regularly bulletined position.


In our review of this case, we agree with Carrier's position. To be sure, the Organization is correct when it argues that Carrier is precluded from reassigning the protected work of an abolished position to other employees, but we are uncertain as to what specific work was improperly reassigned. From the record, it appears that the Organization is referring to the reading of blue prints and the making of graphic designs, but we have no substantiating supportive evidence that such work belongs exclusively to the Carmen. The Organization had not detailed and verified by reference to explicit agreement language or demonstrable system-wide past practice that the aforesaid work exclusively was performed by Carmen, nor shown specifically that protected Carmen's work was performed by supervisory employees. The posting of the Torch Operator's position was a special case related to both Carrier's work needs in the Mechanical Engineer's office and the Local Chairman's understandable concern that a Carman not be taken off his regular assignment, but the designation of certain primary duties, which was evident herein, did not implicitly convey an exclusive work right to the Carmen craft.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dever Executive Secretary

Dated at Chicago, Illinois, this 29th day of January 1986.