

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11503
Docket No. 11349-T
88-2-86-2-162

The Second Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen of the United States and Canada
(The Chesapeake and Ohio Railway Company

STATEMENT OF CLAIM:

1. That the service rights of Carman Painter James Davis and Rules 32, 154 and 156 of the controlling agreement were violated November 29, 1984 account other than carmen painters were assigned to perform carmen painter work.

2. Accordingly, Carman Painter Davis is entitled to be additionally compensated eight (8) hours pay at pro rata rate for November 29, 1984 and for each day said violation occurs on a continuous basis.

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 employees 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 were given due notice of hearing thereon.

The record reflects that the International Brotherhood of Electrical Workers was duly notified of the pendency of this dispute and afforded an opportunity to file a Submission. They did, in fact, both file a Submission and testified at the hearing of this case by the Second Division with this Referee sitting as a member thereof.

Here we have a case in which the petitioning party - the Carmen - allege that Carrier violated the Rules Agreement - specifically Special Rules 154 & 156 and General Rule 32 when it abolished Claimant's locomotive painter position on November 29, 1984, and thereafter allegedly assigned the work "... to electricians who use hand grinders to perform the work." The Carmen's Organization also alleged that "... the work sandblasting (sic) locomotive traction motor frames and other internal parts to remove paint, varnish, ect. (sic) was transferred to employees of the Electricians Craft."

The Electricians - who were the alleged recipients of this work - contend that "... Electrical Workers do no more and no less work than before modernization." and that the Carmen's Organization is by this claim seeking "... to rewrite and expand their work rules."

The Carrier argues that there was no transfer of work from one craft to another. Rather, Carrier says, there simply was the elimination of a step in a multi-step procedure which was no longer required. Carrier further argues that as a result of the elimination of this intermediate step in the traction motor reclamation and rebuilding process, neither Claimant nor the Carmen's Organization lost any work which accrued exclusively to them and, in fact, Claimant suffered no monetary loss whatsoever.

From the on-property record of this case, we learn that at Carrier's Huntington, West Virginia locomotive repair facility there was, among other operations, a program to rebuild traction motors. This rebuilding process consisted generally of three steps. First, the traction motors were disassembled and the various parts were cleaned in a chemical solvent process known as the Turco cleaner. If the traction motor frames were not sufficiently cleaned by this process - and they generally were not - the frames were sent to a grit blasting facility where Claimant grit blasted the frames. When this step in the process was completed, the frames moved on to the Electricians' step. Here the Electricians used sanders and/or grinders to make the final preparations of the field coil seats to insure a proper fit and good surface contact of the coils in the rebuilt traction motor.

In mid-1983, Carrier initiated a modernization program at Huntington Shops which included a new traction motor reclamation shop. In this new shop, Carrier installed a new cleaning machine known as a Proceco cleaner. With the installation of and after experience was gained with the use of this Proceco cleaner, Carrier determined that the traction motor frames were being sufficiently cleaned by the Proceco cleaner and the need for grit blasting the frames was eliminated. Carrier thereupon abolished the painter position which had previously performed the grit blasting work and Claimant exercised his seniority to another carman position. The electrician functions in the reclamation and rebuilding process continued in the same manner as before the modernization.

This Board, after a thorough review of all of the evidence of record and after considering the presentations of all of the parties, concludes that there has been no violation of any of the Rules of the Carmen's Agreement.

Rules 154 and 156 are Classification of Work Rules. Rule 32 provides that none but mechanics and apprentices shall do mechanics work. These Rules are clearly defined and mean what they say. They do not, however, prevent the Carrier from modernizing its facilities and from eliminating items of work, such as was done in this case. As this Board said in Award 4965 of this Division:

"This Board thus has an unresolved disputed question of fact which it is not in a position to resolve, whether laborers perform any of the physical work of cleaning journals which was formerly done by carmen.

It is clear that the Carrier is entitled to eliminate or minimize physical labor by such a method, and that it is not a violation of the Agreement if a laborer, before the delivery of wheel assemblies to the repair facility, but without performing any physical labor of cleaning, merely moves them into and out of the machine and turns it on, either by inserting them, or simply turning a switch. See Awards 3523, 4748 and 4796."

Also in Award 23458 of the Third Division it is recognized that "... what occurred in the instant case was no more than the normal consequence of the installation of a labor-saving technique or device."

It is a well recognized maxim in Railroad labor relations that the installation of a labor-saving technique and the elimination of an unneeded work function does not give rise to a violation of a Classification of Work Rule. See Third Division Awards 19468, 22832 and 25693.

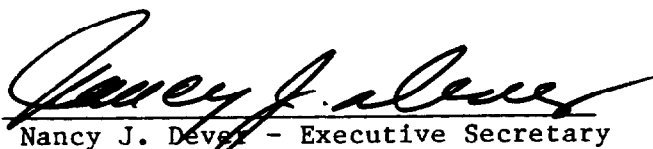
In a situation of this kind, the Organization bears the burden of proving an alleged violation of the Rules Agreement. To satisfy that burden, the Organization must present both on the property and before this Board probative and substantial evidence to demonstrate that the Carrier has done something which is specifically proscribed by the Rules Agreement. In this case, that required evidence is not to be found. Therefore, this claim must be denied. See Second Division Awards 5340 and 11441 as representative in this regard.

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 22nd day of June 1988.