

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11508
Docket No. 11333
88-2-86-2-143

The Second Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

PARTIES TO DISPUTE: (Chicago and North Western Transportation Company
(International Brotherhood of Electrical Workers

STATEMENT OF CLAIM:

May the Carrier rebulletin monthly rated lineman electrician positions to become hourly rated when the nature of the position has changed to the extent that it now allows the employee holding the position to return to his home station daily?

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.

Effective September 15, 1986, Lineman-Electrician W. A. Simon resigned from the service of Carrier, the Chicago and North Western Transportation Company, at its DeKalb, Illinois, facility. Effective the same date, Carrier abolished this monthly rated lineman-electrician position. On September 3, 1986, Carrier established an hourly rated station lineman position at DeKalb. The Organization disputed Carrier's authority to unilaterally change this position from a monthly to an hourly rating. The United States District Court for the Northern District of Illinois subsequently ruled that this was a minor dispute under the provisions of the Railway Labor Act. Subsequently, the Carrier filed this claim with the Board.

This Board has reviewed the record in this case, and we find that the Carrier has submitted sufficient evidence and authority to support its action eliminating the monthly rated position and establishing the hourly rated position.

Rules 70 and 71 make it clear that the type of pay rating on a job must coincide with the nature of that job. The record demonstrates that the technological changes and other characteristics of that job that were changed were such that the company was fully within its rights to eliminate the lineman electrician job and to establish the station lineman job. Pursuant to

Rules 70 and 71, the changes in the working conditions were of the nature to allow the Carrier to make the new job an hourly rated position. The Carrier was fully within its rights to unilaterally make the change in the basis of the compensation when the characteristics of that particular job changed.

It is evident that the Organization is gravely concerned since the Carrier had attempted to negotiate compensation changes to hourly rated in all lineman positions and failed to obtain agreement. The Organization is concerned that the Carrier is now attempting to unilaterally impose what it could not negotiate. However, in this case, the Carrier is attempting to legitimate its changes in one particular job and shows no evidence of seeking a blanket right to change the compensation basis of other jobs. In Award 25481 and 24165, we made it clear that the Carrier need not maintain a position indefinitely if the characteristics of the work requirements have changed. In this case, those characteristics have changed sufficiently to allow the Carrier to make the change.

Consequently, this claim, which is limited to the single issue of this particular job, must be sustained. In other words, in this case involving this job, the Carrier may establish the job since it has changed to a position where the employee holding it is able to return to his home daily.

The Carrier may rebulletin this monthly rated lineman electrician position to become hourly rated when the nature of the position has changed to the extent that it allows the employee holding the position to return to his home station daily.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 6th day of July 1988.