

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  
(Burlington Northern Railroad Company)

STATEMENT OF CLAIM:

1. That in violation of the current Agreement, the Burlington Northern Railroad did fail to fill, bulletin and arbitrarily abolished an established vacant Crane Operator Under 40 Ton position while continuing to utilize the cranes encompassed as Crane Operator Under 40 Ton, as their Operators.

2. That accordingly, the Burlington Northern Railroad be directed to compensate furloughed Crane Operator Under 40 Ton Floyd K. Landsiedel at the Crane Operator Under 40 Ton rate, eight (8) hours a day, five (5) days a week, Monday through Friday, for all time he was unjustly withheld from the subject position. Claim to begin sixty (60) days retroactive from the January 4, 1988 filing date of the claim.

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.

Upon the retirement of the incumbent, Carrier, on December 9, 1987, abolished the only Under 40 Ton Crane Operator position assigned at its Harve, Montana Diesel Shop, contending that less than 2 hours work per day was required of the equipment. Thereafter, the crane was operated by mechanics as required by the assignment in the same manner as had been done on shifts when the Crane Operator was not assigned. (In 1987 Carrier had 17 cranes of various design and lifting capacity in use in the Harve Diesel Shop.)

A Claim was filed on January 4, 1988, contending, inter alia, that the Electrician's Agreement was violated when a position was abolished and Carrier continued to have work of the position performed. Also it was argued that Carrier could not assign employees to operate the equipment who do not possess seniority rights in the classification involved - the Crane Operator had rights as a Crane Operator and Helpers and Journeymen Electricians were now being used on the equipment.

Later, as the Claim was appealed on the property, it was contended that members of the Machinist Craft were improperly allowed to operate the equipment.

First, we should like to point out that absolutely no evidence has been submitted by the Organization to attempt to refute Carrier's evidence that the particular crane involved in this grievance was used less than two hours per day at the time the position was abolished. Moreover, there is no showing that it was used more than that amount of time following the abolishment. It is not enough to allege that "it is common knowledge" the stalls where the Crane was located was the busiest in the shop, because such allegation, by itself, does not measure, or state with necessary precision, anything from which objective determinations can be made.

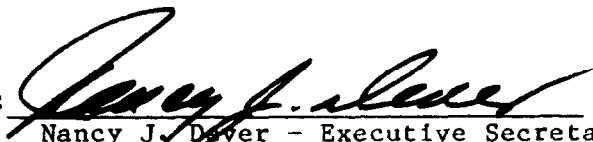
From our reading of the Rules of the Agreement relied on by the Organization we are unable to conclude that a violation occurred when Carrier eliminated a Crane Operator position with less than two hours work per day and thereafter had the equipment operated by other Electricians in the course of their regular duties in the same manner it had been operated on shifts on which the Operator was not assigned.

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 20th day of February 1991.