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NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12789
Docket No. 12549-T
94-2-92-2-71

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when awarded was rendered.

(International Association of Machinists
(and Aerospace Workers
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

"1. That the Missouri Pacific - Union Pacific Railroad Company violated the Current Controlling Agreement, Rule 52 and past practice in particular, but not limited thereto, between the International Association of Machinists and Aerospace Workers and the Missouri Pacific Railroad Company dated June 1, 1960, when the Carrier reassigned the duties of loading and unloading traction motors and driving the traction motor transport truck to other than Machinists. The Machinists affected by this misassignment of work are as follows: W. E. Cumpston, D. E. Denson, F. F. Pruss, C. L. McCumpsey, A. T. Knight, W. R. McNeeley, E. D. Lairry and W. Pledger, Jr. (hereinafter referred to as Claimants).

2. That the Carrier compensate the Claimants eight (8) hours daily at the applicable Machinists rate of pay, divided equally among each affected employee, retroactive from July 20, 1991, and continuing such compensation until the duties of loading, unloading and driving the traction motor truck are returned exclusively to members of the Machinists Craft."

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 employee 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 of hearing thereon.

As Third Party in Interest the International Brotherhood of Firemen and Oilers was given notice of the pendency of this dispute and it filed a Submission with the Division.

Sometime in 1985 Carrier acquired a truck to transport traction motors within the North Little Rock Jenks Locomotive Facility. Machinists were trained in the operation of the truck, and from time to time positions were bulletined under the Machinist's Agreement with the assigned duties of:

"TS-M-138, Load & Unload Traction Motors, Drive Traction Motor Truck & O.D. Truck Shop (Jenks).

(Bulletin # 318 - March 8, 1989)

The Organization contends that since the acquisition of the truck its operation and the loading and unloading of traction motors was exclusively performed by members of its Craft at the Jenks facility.

On July 20, 1991, Carrier reassigned the operation of the Traction Motor Truck to members of the Laborer's Craft. The Organization filed the instant claim contending that this reassignment of work was a violation of its Agreement.

Carrier defends against the claim on a variety of grounds. First, it contends that the operation of the truck has not been done exclusively by Machinists. Second it argues that the Organization has not satisfied its burden of proof in this matter. Third it notes that the work of operating a truck is not listed among the Organization's classification of Work Rule. And, fourth, it contends that the amount of reparations claimed is excessive.

The Board finds in this record that the Organization has indeed established that its members exclusively performed all of the work connected with the operation of the Traction Motor Truck at the Jenks shop, as well as the associated work of loading and unloading traction motors. The tasks were specifically assigned to Machinist's by bulletin. Further, the Organization has submitted seventeen statements from employees in the Shop, positively stating that this work has been performed exclusively by Machinists since the truck was acquired new in 1985. The only thing offered by Carrier in contradiction of this evidence is a statement of denial that the work is not exclusive to any one craft. Carrier's statement is not supported in an fashion, with any evidence whatsoever. Accordingly, it does not overcome the evidence offered by the Organization. The Board, therefore must credit the evidence of the Organization.

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The Claim has merit. It will be sustained for eight hours pay for each date that a Laborer operated the Traction Motor Truck, subsequent to July 20, 1991.

AWARD

Claim sustained in accordance with the Findings.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date this award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois this 9th day of December 1994.

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