

Award No. 905

Docket No. 832

2-C&EI-EW-'43

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Herbert B. Rudolph when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 20, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

**CHICAGO AND EASTERN ILLINOIS RAILROAD
COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: That John Hoover be compensated the amount of \$24.00, which is the difference between pay received and what he should have received if he had been permitted to retain position as electrician at Danville, Illinois.

EMPLOYEES' STATEMENT OF FACTS: On January 19, 1942, John Hoover, electrician (promoted helper), was assigned to fill temporary vacancy in engine house.

On January 21, 1942, Matison Rains, electrician (promoted helper), was assigned to vacancy in back shop.

On January 27, 1942, John Hoover was reduced to status of electrician helper, instead of reducing Matison Rains, his junior.

On February 10, 1942, John Hoover was assigned to electrician's position in back shop.

POSITION OF EMPLOYEES: That John Hoover should be compensated the difference between electrician helpers' rate of pay and that of an electrician for the period he was arbitrarily reduced to the status of electrician helper while Matison Rains, junior to Hoover, continued to be employed as electrician.

Under date of June 14, 1941, the carrier and System Federation No. 20 entered into a memorandum of agreement to provide a method whereby apprentices and helpers of the several crafts might be advanced to mechanics on a temporary basis during the emergency. This memorandum of agreement provides in part as follows:

"Whereas there is an emergency facing the management of the Chicago and Eastern Illinois Railroad, such as to make desirable a method whereby apprentices and helpers of the several crafts may be advanced to mechanics on a temporary basis it is agreed that:

The carrier submits to your Board that in the particular dispute at hand that the question of qualified mechanics available for hire is not involved and therefore there was no occasion to secure the approval of the general chairman of the crafts involved in setting back advanced Helper Hoover. The fact that the job to which he was assigned terminated, automatically sets this advanced helper back to the ranks of the helpers in accordance with paragraph 1 of the agreement. Further, the letters from the general chairman indicate that he feels that advanced electrician helpers must be displaced in accordance with their helpers seniority, shown as Exhibit A reading in part as follows:

“Since John Hoover is the oldest helper in service we contend that he has the right to work as electrician in preference of Mat Rains.”

To do this would again violate paragraph 1 of the special agreement.

The carrier further submits that no provisions of the special agreement have been violated and, consequently there is no basis for the claim, and respectfully requests that the petition of the employes be denied.

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 employe 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.

The parties to said dispute were given due notice of hearing thereon.

The agreement of June 14, 1941, provides in Item 1, that men advanced under the terms of the agreement will not “accumulate seniority as mechanics.” It follows that the agreement gave Hoover no right to displace or bump Rains. The facts of record do not bring the claim within the meaning of either Item 8 or 9 of 1941 agreement. Hoover was assigned to a temporary vacancy caused by the illness of True. When True returned he simply displaced Hoover as was his privilege, which neither created a reduction in the force of mechanics within the meaning of Item 9, or the hiring of available qualified mechanics within the meaning of Item 8.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois this 7th day of June, 1943.