

Award No. 965

Docket No. 909

2-ACL-MA-'43

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That W. C. Wright, machinist welder, was properly entitled to bid in machinist assignment advertised at Waycross, Georgia, March 10, 1943.

That carrier be ordered to pay W. C. Wright (machinist welder) the difference between the amount he has earned and the amount he has been entitled to earn as a machinist retroactive to March 16, 1943.

EMPLOYES' STATEMENT OF FACTS: There is a recognized welding pool at Waycross, Georgia.

The percentage of work performed in the welding pool and accruing to each of the interested crafts has been determined and agreed to by all parties concerned.

Vacancies or new positions developing in the welding pool, effective with the date of the current agreement, become subject to be filled (1) by furloughed welders, if any, and (2) by mechanics from the interested crafts, in accordance with the percentage of each craft's work.

Machinist W. C. Wright bid into the welding pool several months prior to March 10, 1943, filling a new position accruing to his craft under the agreed to percentages of work. His bid is on file and dated August 21, 1942.

Wright's hourly assignment in the welding pool is from 7:30 A. M. to 4:00 P. M., established schedule for first shift in the car department. The same hours prevail on machinist assignment advertised as of March 10, 1943, except that effective March 15, 1943, employees on the first shift in locomotive backshop and roundhouse commenced working ten (10) hours per day on Monday, Wednesday and Friday of each week.

Wright was the only bidder for position in question and advertised as of March 10. His bid was rejected with the explanation that according to Rule 17 (d) he is confined to the welding pool until such time as there discontinued in a reduction of force.

POSITION OF EMPLOYES: It is deemed timely to here briefly review the background of present Rule 17.

On March 10, 1943, Acting Master Mechanic Dobbins placed a bulletin on the bulletin board advertising a vacancy for a machinist in the round-house, working six days from 7:30 to 4:00. Sworn copy of this bulletin submitted, marked carrier's Exhibit A. Welder Wright placed a bid for this job.

The representative of the machinists claims that Wright, who was assigned as a welder, had a perfect right to come back as a machinist whenever there was a vacancy, but carrier contends that according to Rule 17 of the agreement when a machinist or other craftsman takes a job as a welder, the mechanic must stay in that classification, and that he can only be relieved or exercise his seniority back again in his craft when there is a reduction in the welding force.

In Rule 17 of the agreement on page 13, one of the paragraphs reads as follows:

In reduction of forces, mechanics who have established themselves in the welders' classification can place themselves in their respective crafts in accordance with their craft seniority.

Machinist W. C. Wright had established himself in the welders' classification. He was not cut off in that classification. Therefore, we contend that according to this rule Machinist Wright was not entitled to bid a job back again in the machinists' craft.

In the negotiation of Rule 17 of the current agreement, which was one of the main rules, the services of the Mediation Board was invoked, and all during the period consumed in the negotiations of the current agreement, it was definitely understood that mechanics entering the welders' classification from other crafts would remain in the welders' classification unless there was a reduction in the forces in which the welders were affected.

By the granting of the provisions of the present Rule 17 covering welders, which were not contained in a former agreement, this particular feature was thoroughly discussed and understood as the carrier agreed to the elimination of welder apprentices after the present establishment for apprentices had completed the required time to become welders.

It is perfectly clear that this is bound to have occurred because of the protection given to the welder apprentices, as shown in Appendix VI, which reads as follows:

Welder apprentices now employed as such will be permitted to complete their apprenticeships.

Carrier contends that Welder W. C. Wright was not entitled to the machinist position bulletined at Waycross, Georgia, March 10, 1943, and that Welder Wright has been compensated for all work performed according to the rules of the agreement. Carrier further contends that there has been no violation of the agreement, and respectfully requests the National Railroad Adjustment Board to deny this 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 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.

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

Rule 17 (d) of the current agreement provides that "mechanics from the crafts filling vacancies or new positions in the welder's classification will maintain their craft seniority and will be placed on the welders' seniority roster as of the day they entered this classification." It also expressly provides, however, that "**in reduction of forces** (emphasis supplied), mechanics who have established themselves in the welders' classification can place themselves in their respective crafts in accordance with their craft seniority." This provision, which imposes a limitation upon the exercise of craft seniority under the dual arrangement, is as much a part of the governing rule as the earlier provision, which establishes the right to retain craft seniority after assignment to the welders' classification.

In these circumstances claimant Wright, machinist welder, who had established himself in the welders' classification and had been placed on the welders' seniority roster as of August 25, 1942, was not entitled to bid in the machinist vacancy advertised at Waycross on March 10, 1943. Since there was no reduction of forces in the welders' classification, he was not free to exercise his craft seniority. The matter was handled by the carrier in conformity with the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 25th day of October, 1943.