

Award No. 1118

Docket No. 1068

2-CRI&P-EW-'46

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Sidney St. F. Thaxter when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

**THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY
COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: That Lineman Roy H. Lane is entitled to be assigned at Bureau, Illinois, as a section lineman, to be placed on the seniority roster of section linemen with date of November 10, 1944, and to be additionally compensated in the amount between what he has earned and what he should have received had he been assigned to the position bulletined at Bureau, Illinois, on October 26, 1944.

EMPLOYEES' STATEMENT OF FACTS: On October 26, 1944, Bulletin No. 8 was posted advertising regular section lineman's position at Bureau, Illinois, Section No. 2, copy of which is submitted and identified as Exhibit A.

Mr. R. H. Lane, gang lineman and also relief section lineman, placed a bid on this position and was the senior bidder.

On December 16, 1944, bulletin was posted assigning Charles W. Fisher to position bulletined October 26, 1944, in Bulletin No. 8, Section 2, at Bureau, Illinois, being the same position that Lineman R. H. Lane placed a bid on before the expiration date of Bulletin No. 8.

Lineman R. H. Lane is carried on the linemen's seniority roster with a date of January 16, 1937, while Lineman Charles W. Fisher is carried on the linemen's seniority roster with a date of April 26, 1937. A lineman with a seniority date junior to that of Lineman R. H. Lane was assigned to the position under dispute in this claim.

The carrier assigned Lineman Lane as section lineman prior to this dispute at Booneville, Arkansas, during August 7, 1943, to January 6, 1944, and at Waurika, Oklahoma, during January 6 to February 7, 1944. Since this dispute arose, Claimant Lane was assigned as a section lineman at Burlington, Colorado, from December 25, 1944, to August 20, 1945, and at Des Moines, Iowa, on August 20, 1945, and he has continued in that position up to the present time.

This dispute has been handled in accordance with the applicable agreement effective September 1, 1944, with the highest designated carrier officer

it is the carrier's position we have a perfect right under the current agreement to continue that practice.

On the other hand, the first rule in the current agreement of September 1, 1944, (Rule 1-a) very clearly indicates that an employe seeking a section lineman position must have familiarized himself with, and possess certain knowledge as to, work, current instructions, specifications and bulletins, before he can be considered a qualified section lineman, and the only means of determining such knowledge on the part of an employe is through an examination or interview.

Rule 1 (a) reads:

"RULE 1. QUALIFICATIONS AND CLASSIFICATION: (a) SECTION LINEMEN. Any man who has had sufficient practical experience in linemen's work to enable him to perform the work generally recognized as linemen's work in a satisfactory and workmanlike manner, with or without specifications and drawings, and who can maintain, repair, test, install and service all types of telephone and telegraph apparatus and equipment, including telephone, telegraph and carrier repeaters, rectifiers, amplifiers, automatic telephone switchboards, local and common battery telephones, and sub-sets, selector train dispatching Main Office and Way Station Equipment, teletype machines at other than Relay Offices, and capable of installing test office and Way Station equipment and cables, (other than paper insulated), with or without specifications and drawings, and who can prepare the necessary reports and details of pole line, office and equipment changes, and who has familiarized himself with current instructions, specifications and bulletins, shall be considered a qualified section lineman."

In addition, Rule 5, "New Positions and Vacancies" specifically provides—

"In filling vacancies the principle of exercising seniority must carry with it the responsibility of maintaining efficient service."

and

"at the close of the bulletin senior **qualified** applicant will be assigned . . . " (Emphasis added.)

Only through examination or interview can it be determined if an applicant for a position such as a section lineman, is sufficiently qualified, fit, posted and informed as to the duties of the position he seeks.

Section lineman positions are of such nature that not every employe who has worked as a linemen can successfully and properly fill them. Section linemen are on their own in charge of a certain territory. Some of these positions are on territory that is heavier and more important than others. The section with headquarters at Bureau, Illinois, on our main line is one of the most important and exacting territories on the system, and it would not be consistent nor good policy on the part of management to assign an employe to such a section without some inquiry as to his ability and capacity to perform the duties peculiar to the section on which the vacancy occurs.

It is the position of the carrier that there is no provision in the current agreement prohibiting the practice of requiring applicants for positions such as section lineman to take an examination to determine his competency and responsibility to assume the duties required.

The employes' claim is without merit and it should 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.

It is conceded by both parties that the senior qualified employe in a class shall have preference in assignment to a position open in the next higher class. In this respect the parties by their own acts have placed a different interpretation on the rules than was the case in Docket 1060, Award 1114.

The only question which is before us here is whether the carrier in determining the qualifications of the applicant may require him to submit to a written examination. The applicant refused to take such an examination and the position was awarded to the next employe junior to him who would take it.

The position in question was a responsible one requiring technical knowledge and experience. A heavy responsibility rested on the carrier to see to it that no one without the necessary qualifications should perform this work. So long as the carrier acts reasonably and in good faith in determining the question of an employe's fitness, this Board should not interfere.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
BY ORDER OF SECOND DIVISION

ATTEST: (Sgd.) J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 6th day of March, 1946.