

Award No. 2341
Docket No. 2137
2-AT&SF-EW-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
SYSTEM**

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current applicable Agreement the Carrier improperly denied, Electrician, Mr. G. Steltzer, the right to displace a seniority junior Electrician working on an Electrician's position.

2. That accordingly, the Carrier be ordered to:

(a) Allow this seniority displacement;

(b) Pay Electrician G. Steltzer the difference in wages of an hourly rated electrician and the wages earned and received by monthly rated electrician, Mr. M. L. Abel, assigned as Traveling Car Lighting and Air Conditioning Inspector, Oklahoma City, Oklahoma, who, Steltzer was seeking to displace, from April 28, 1955 until corrected.

EMPLOYEES' STATEMENT OF FACTS: In the mechanical department on the Santa Fe System they have two groups of electrical workers, employed to do similar electrical work. One group are electricians who are assigned at points on the Santa Fe System, as traveling car lighting and air conditioning inspectors. These electricians are monthly rated employes, they are assigned at the several points on the Santa Fe System to make minor repairs to car lighting and air conditioning equipment on through passenger coaches. They retain seniority at their home point. The other group are hourly rated electricians assigned to make major repairs, maintain and clear electrical trouble on car lighting and air conditioning equipment on passenger coaches in the yards prior to departure from their end points.

Electrician G. Steltzer, hereinafter referred to as the claimant, is an hourly rated employe, regularly employed by the Atchison, Topeka and Santa Fe Railway System, hereinafter referred to as the carrier, five days per week, with two consecutive rest days, in the mechanical department at the Los

agreement in seeking the position at Oklahoma City cannot get such a position until and when another vacancy occurs.

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.

Claim is made that carrier improperly denied Electrician G. Steltzer the right to displace Electrician M. L. Abel, Steltzer's junior in seniority on carrier's roster for electricians at Los Angeles, California, from the position of traveling car lighting and air conditioning inspector Abel was occupying at Oklahoma City, Oklahoma. The relief asked is that claimant be paid the difference between the wages he would have received, had he been permitted to displace Abel, and what he did receive while working for carrier as an electrician at Los Angeles, California, since April 28, 1955 up until the situation is corrected.

Claimant was employed as an electrician by carrier in its Mechanical Department at its Los Angeles 8th Street Coach Yards, where he held seniority as an electrician dating from November 10, 1952. On April 22, 1955 claimant's position at carrier's 8th Street Coach Yard was abolished and, on the same day, claimant requested the right to displace Abel. Abel, who also had seniority as an electrician at Los Angeles dating from September 12, 1953, had applied with the mechanical superintendent of carrier's Eastern Lines for a position of axle light and air conditioning inspector, being appointed thereto at Oklahoma City on November 16, 1954. It is from this position that claimant sought to displace Abel, claiming such right under Rule 41 of the parties' controlling agreement. Carrier refused this request and this claim arises from that refusal.

Rule 41 relates to "Rolling and Bumping" and provides that:

"* * *, an employe whose job is abolished, * * *, will be permitted to exercise seniority on any job occupied by a junior employe on his seniority list."

The work of traveling light and air conditioning inspectors was brought under the general agreement effective August 1, 1945 and item (24) of Appendix "B" thereto contemplated that the parties thereto would, by subsequent agreement, make such readjustment in the assignments covering this work as it would be found either necessary or desirable. Pursuant thereto and in accordance therewith Memorandum of Agreement No. 5 was negotiated and entered into by the parties on February 12, 1951, to be effective March 1, 1951, and Memorandum of Agreement No. 6 was negotiated and entered into by the parties on June 15, 1951, to be effective July 1, 1951. These two Memoranda deal fully and specifically with the subject of how such positions are to be filled. We shall hereinafter refer to them as either No. 5 or No. 6.

Section (j) of No. 5 provides for the posting of notices each year by the carrier on January 1 and July 1 at all points where shop and/or terminal electricians are employed advising them what to do if they are desirous of securing a position of axle lighting inspector. Items (i) and (k) of this same agreement provide from whom new positions of axle lighting inspectors, as well as vacancies on already established positions, shall be filled; namely, by selecting the senior electrician qualified to perform the work who has an application on file with the Mechanical Superintendent, on whose territory the

vacancy exists, requesting assignment thereto as the notice posted under (j) provides they must do if they desire to be considered for such positions. However, item (1) of No. 5 gives certain prior rights to electricians already assigned as axle light and air conditioning inspectors who desire to transfer to another point or territory from the one they are then on. It gives them a preference to such positions over those who have made application therefor but who have not been assigned thereto. In case no applications are received Section 3 of No. 6 provides how such vacancies may be filled by the appointment or employment of others qualified to do the work.

Thus a complete, and we think exclusive special system for filling these positions is provided by Nos. 5 and 6 and, as such, would be controlling over the general provisions of Rule 41 as hereinbefore set forth. That such was the purpose and intent of the parties seems fully evidenced by the language hereinafter quoted from Section 2 of No. 6 relating to what are the seniority rights of a displaced axle light inspector when he returns to his home point with seniority as provided under Item 24 of Appendix "B" to the general agreement effective August 1, 1945. It provides that: "thereafter his seniority shall be restricted to the point employed except that he shall have the rights specified in Paragraphs (i), (j), (k) and (l) of the Memorandum of Agreement No. 5". Thus the parties expressly provide that his seniority rights to axle light and air conditioning positions are limited to the methods provided for therein and that no right of displacement thereto is authorized. In view of the foregoing express limitations we find the claim here made to be without merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November, 1956.