

Award No. 3542

Docket No. 3532

2-FEC-EW-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 69, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Electrical Workers)**

FLORIDA EAST COAST RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

(a) That Electrician R. A. Hooker was unjustly treated and deprived of his seniority rights when he was removed from his assigned position and a junior electrician, W. E. Stinchcomb, was assigned to fill the position.

(b) That Electrician R. A. Hooker be returned to his assigned position, which he had acquired through the exercise of seniority by displacing Electrician W. E. Stinchcomb.

EMPLOYEES' STATEMENT OF FACTS: Prior to August 12, 1958, Electrician R. A. Hooker, hereinafter referred to as the claimant, was assigned to a position as electrician at Buena Vista, Florida, by the Florida East Railway Company, hereinafter referred to as the carrier.

On or about August 12, 1958, the position of the claimant was abolished in connection with a reduction in force. On this date the claimant was on vacation. The claimant returned to work, following his vacation, on August 21, 1958, and exercised his seniority to displace a junior electrician, W. E. Stinchcomb.

The seniority date of the claimant is December 14, 1939, and the seniority date of W. E. Stinchcomb is December 25, 1944. The position held by Stinchcomb, prior to his displacement, is identified as position 41-A and the assignment was on the first shift, with rest days of Sunday and Monday.

The duties of Stinchcomb, prior to his displacement, were as follows:

"Precooling No. 2 in yard, getting No. 2 out at Depot, working train No. 75's mail and baggage cars, getting No. 6 out at Depot, making yard battery checks and other assignments."

When Stinchcomb returned to work from sick leave, on August 31, 1958, he exercised his seniority, to displace junior electrician C. R. Underhill, who

work No. 75 baggage and mail cars at the station and upon returning to the coachyard make a battery check of the layover cars in the yard." Claimant took over these duties on August 22nd and performed them until September 1st when Foreman removed him from this assignment and reassigned the work to W. E. Stinchcomb. (See employees' Exhibits C and D.)

The claim of the employees must be sustained.

R. W. Blake

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 employees 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.

Parties to said dispute were given due notice of hearing thereon.

Prior to August 12, 1958 there were four first shift Air Conditioning jobs, bulletin numbered 39-A to 42-A, at the Coach Yard and one first shift Electrician job, numbered 58-A, at the Passenger Station at Miami. Claimant occupied relief position No. 57-1, which was bulletined to relieve 58-A at the Passenger Station on its two rest days and relieve the first shift Air conditioning and Car Lighting jobs on the other three days of its assignment.

On August 12, 1958 both Claimant's relief job and Job 58-A which he relieved were abolished in force reduction and Electrician Stinchcomb who occupied Job 41-A at the Coach Yard was then required to make daily trip to the passenger station to cover the electrical work remaining there. On August 22, Claimant displaced Electrician Stinchcomb on Job 41-A and thereafter was used to make the daily trip to the passenger station and return until September 2 when that trip was turned back to Electrician Stinchcomb who had displaced a junior man on Job 40-A. Employees assert that thereby Claimant was removed from his position.

It is not denied that the work to be performed at the passenger station came within the accepted job description of all four first shift Coach Yard positions which were identical; that the employe used to perform that work after August 12th went on and off duty at the Coach Yard, and that the passenger station work could have been assigned on any day to the occupant of any of the four Coach Yard positions. If the daily trip was permanently assigned to one of those positions it might result in creating a separate job assignment and if so it should have been bulletined as such. (Award No. 2148) There is no claim or request here that this be done and no separate position was created or right acquired for claimant by virtue of his performance of this work for a few days in succession.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of September 1960.