



Award No. 5921

Docket No. 5753

2-SP(T&L)-EW-'70

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Nicholas H. Zumas when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 162,
RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO
(ELECTRICAL WORKERS)**

**SOUTHERN PACIFIC COMPANY (TEXAS AND
LOUISIANA LINES)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Southern Pacific Company violated the terms of the current agreement when it posted a position for electrician without specifying the duties to be performed.
2. That accordingly, the Southern Pacific Company be ordered to revert to its former practice of specifying the duties of position on job bulletins as was done prior to October 4, 1967.

EMPLOYEES' STATEMENT OF FACTS: On October 4, 1967, the Southern Pacific Company, hereinafter referred to as the carrier, posted Bulletin #40-1967 at its San Antonio diesel shop and car shop for position #11 for one electrician. This position was a seven (7) day assignment, hours of assignment 12 Midnight to 8 A.M., Monday thru Friday, rest days Saturday and Sunday, but said bulletin did not specify the duties of the job.

On October 5, 1967, Local Chairman H. Alsbury protested the impropriety of this bulletin to Master Mechanic P. L. Scott in that it did not specify the duties of the position. He was advised, by Master Mechanic Scott that no more positions would be advertised specifying the duties of such. All positions advertised since on or about 1952 up to the date of this dispute have shown the duties to be performed.

This dispute has been handled up to and including the highest officer of the carrier designated to handle such matters and all have declined to make a satisfactory settlement.

The agreement effective September 1, 1949, is controlling.

POSITION OF EMPLOYEES: It is submitted that the pertinent part of rule 15 of the controlling agreement reading:

"When new jobs are created or vacancies occur in the respective crafts, the oldest employees in point of service shall, if sufficient ability is shown

Of the same result in Second Division award 5525 wherein it was stated in part:

"The record indicates that 'exclusivity' has been shown regarding the work in question at this location, namely North Little Rock, Arkansas. However, no proof was presented by petitioners indicating a systemwide showing of 'exclusivity'".

CONCLUSION: A review of the bulletin and classification of work rules in the schedule agreement between these parties reveals that this carrier is not required by agreement to place additional descriptions on electrician job bulletins because after all the job being advertised is for an electrician. The bulletins are merely saying that this carrier has an electrician's job for a man qualified under the electrician classification of work rule. There is just not enough electrician's work on a diesel to break it down into parts where one electrician would not be infringing upon the work of another. The pie is just too small to be susceptible to division.

Without agreement support the claim must fall because the improper practice at San Antonio of including job components in a bulletin is not systemwide and is contrary to a systemwide practice of about fifty years.

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.

Parties to said dispute waived right of appearance at hearing thereon.

Beginning in October, 1967 Carrier changed its bulletining procedure at its San Antonio Diesel shop and Car Shop by eliminating specification of duties to be performed by electricians. This was consistent with a systemwide practice of not specifying duties.

The practice of specifying duties at San Antonio was instituted in 1952 by a former Master Mechanic.

The Organization contends that Rule 15 of the Agreement between the parties requires duty specification, and further, that a past practice cannot be changed without agreement.

Rule 15 provides:

"When new jobs are created or vacancies occur in the respective crafts, the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or any vacancies that may be desirable to them."

There is no language under the rule which requires that duties be specified. The Classification of Work rule of the Agreement lists all of the work assignable to electricians, and any of it may be assigned to electricians.

With respect to the second contention of the Organization, the Board finds that there is no showing that the practice was historically and customarily instituted on a system wide basis. The overwhelming majority of awards of this Board hold that in the absence of a specific rule, the past practice must be shown to be systemwide.

A W A R D

Claim is denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division**

**ATTEST: E. A. Killeen
Executive Secretary**

Dated at Chicago, Illinois, this 30th day of April, 1970.