

The Second Division consisted of the regular members and in addition Referee James F. Searce when award was rendered.

Parties to Dispute: { International Brotherhood of Electrical Workers
St. Louis Southwestern Railway Company

Dispute: Claim of Employees:

1. That the St. Louis Southwestern Railway Company did in fact deny Radio Equipment Installer L. E. Sykes, Jr., his contractual rights, by seniority to obtain a Micro-Wave Maintainers position on May 14, 1979.
2. That accordingly the St. Louis Southwestern Railway Company be ordered to replace Radio Equipment Installer L. E. Sykes, Jr., on the Micro-Wave Maintainers position.
3. That accordingly the St. Louis Southwestern Railway Company be ordered to compensate Radio Equipment Installer L. E. Sykes, Jr., at the rate of \$1,825.63 per month, plus all future wage increases, in addition to this regular pay, commencing with May 14, 1979 and until such time as he is physically placed on the position as Micro-Wave Maintainer.

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 were given due notice of hearing thereon.

While a variety of points are raised by the parties in this case, the essential events appear to be the fact that the Carrier established two (2) "Radio Equipment Installer" positions (Numbers 11 & 14) and posted same in 1979 for bidding; each posting noted the positions were system-wide. The successful bidders were eventually placed on specific assignments. The Claimant occupied the same position of Radio Equipment Installer (Assignment Number 3) having successfully bid such opening posted in 1970; the actual work he performed was different from that of the employees occupying Positions 11 & 14.

The gravamen of the issue here appears to be the Organization's contention that, when the jobs were posted, they did not specify what the specific assignment Positions 11 & 14 would entail; apparently, the work assigned to the new position was more desirable than that of the Claimant. The Organization relies upon Rule 3, Section 3-3 which provides that "when a new job is established or a vacancy occurs,"

the senior qualified employees will be given preference in filling such job or vacancy.

While it would appear that the two new Radio Equipment Installer positions may have involved more interesting and challenging work than was being assigned the Claimant, we do not find the circumstances here to be on point with Rule 3, Section 3-4. This was not a new job, but rather additional Installer positions. The right of the Carrier to determine the assignment of work within a classification does not appear to have been shared with the Organization, according to the record presented. We are mindful that the Claimant may have possessed all the necessary skills to perform such work and without knowledge as to what the work performed by positions 11 and 14 would have had little reason to raise a question of interest, nonetheless there is nothing to indicate that the Carrier could not assign within a classification as it sees fit.

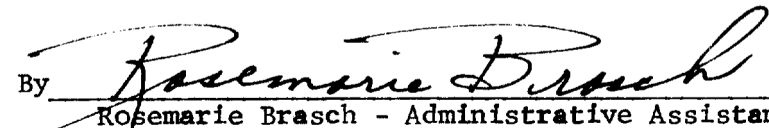
A W A R D

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 28th day of October, 1981.