

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

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM:

1. That the Missouri Pacific Railroad Company violated Rule 13(a) of the June 1, 1960 controlling agreement when they denied Electrician Dale Aldridge on October 27, 1986 and thereafter his contractual rights under the Agreement in their arbitrary transfer of the duties of the position he held, and further created and filled a new position without proceeding under the provisions of this rule.

2. That, accordingly, the Missouri Pacific Railroad Company be ordered to return to Electrician Dale Aldridge the duties arbitrarily transferred, or that the duties be bulletined as a new position so Electrician Dale Aldridge will be given the opportunity to exercise his seniority rights.

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 employes 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.

This case involves the assignment to a second employee of certain duties formerly associated with the Claimant's job. At the time this dispute arose the Claimant was employed at the Carrier's North Little Rock Diesel Repair Facility as an electrician in the electric shop. The Parties agree that the Claimant's job duties included rebuilding traction motor brushracks and that he spent part of his time expediting (ordering) materials for the electric shop.

The Parties also concur that in October, 1986, the Claimant went on vacation and when he returned he found that his duty to expedite materials for the electric shop had been transferred to a junior employee. On November 20, 1986, the Organization filed a Claim demanding that the duties of material expediter be returned to the Claimant or that the job consisting of material expediter be bulletined as a vacancy so that the Claimant could exercise his seniority and bid on the job he desired. The Carrier denied the Claim.

The Organization contends that the Carrier has violated Rule 13(a) of the Agreement, which states in relevant part,

"FILLING VACANCIES OR NEW POSITIONS: RULE 13

(a) New jobs created and vacancies in the respective crafts will be bulletined and the oldest employees in point of service shall, if sufficient ability is shown by fair trial, be given preference in filing."

The Board concludes, however, that the Organization has failed to establish that a new vacancy was created. If no new vacancy was created, then Rule 13(a) does not come into play, and there is no Rule violation supporting the Claim.

The Organization has asserted that when the junior employee assumed the duties of material expediter for the electric shop, these duties took up so much of his time that he had little time left for his former duties in his motor winding job. If this had been the case there would have been a stronger argument that a new job, with totally different duties existed, and more support for the Organization's assertion that Rule 13(a) was violated.

However, the Organization has put forth no evidence supporting this assertion, or establishing that there were now three positions in the electric shop where formerly there had been two. At most, the Organization has established that some of the Claimant's job duties were transferred to another employee, and this fact, in itself, is not sufficient to establish that a new vacancy existed.

Furthermore, there was no evidence, or even an assertion, that the Claimant had performed the material expediter duties exclusively. The Carrier contends that many employees order materials as a general duty related to the specific requirements of their jobs. The Carrier contends further that this was the case here, where the Claimant, like many other employees, ordered materials in order to perform the other functions of his job and the others in the electric shop.

The Organization contended before this Board that the Carrier's Submission contradicts itself, because it acknowledges that the Claimant's "duties included rebuilding traction motor brushracks and general duties including expediting material for the electric shop." However, the Carrier did not admit in that statement that the Claimant alone was responsible for expediting materials for the electric shop. And more to the point, the Carrier did not acknowledge that it created a new job consisting only of material expediting, when it transferred those duties to another employee.

In light of these findings the Board concludes that the Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 8th day of May 1991.