

Award No. 294

Docket No. 315

2-CofG-MA-'39

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 26, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

CENTRAL OF GEORGIA RAILWAY

DISPUTE: CLAIM OF EMPLOYEES: That Machinists G. M. Vaughn, J. H. Grayson, D. W. Welch, J. Potts, D. Riley, J. L. Couch, G. L. Jenkins, T. J. Troutman, C. A. Mathews, W. H. Mills, A. K. Babb, and T. E. Prescott, should be paid for time lost on account of improper filling of machinist's job in electric truck repair shop at Savannah, Georgia.

EMPLOYEES' STATEMENT OF FACTS: A machinist's job in the electric truck repair shop at Savannah, Georgia, was filled by W. H. Mills, Macon machinist, on November 15, 1937, without bulletining the job or informing the committee at Macon that a vacancy existed at Savannah. As there were no machinists laid off at Savannah, under the agreement the oldest machinist at Macon should have been given an opportunity to fill the vacancy which was not done. At the time this job was filled there were twenty-two machinists senior to Mills laid off at Macon.

POSITION OF EMPLOYEES: Rule 17, paragraph 7, of the agreement reads as follows:

"When reducing forces, if men are needed at other points, they will be given preference to transfer, with the privilege of returning to home station when force is increased, such transfers to be made without expense to the railway. Seniority to govern, fitness and ability being sufficient."

Under this rule we contend that the oldest machinist at Macon should have been given an opportunity to fill this vacancy and if he did not desire the job then the next highest man on the seniority roster should have been called till the vacancy was filled and that in a further reduction of force a senior man could displace a junior man from the same point who had filled a job at another point, with intention of returning to home point when the force was increased.

As the committee was not notified of the vacancy and was not aware that a vacancy existed at that time, the oldest men at Macon are entitled to be paid for lost time due to improper filling of the vacancy.

A brief history of the case is as follows:

On November 15, 1937, a job was filled by a machinist from Macon, Georgia, in the electric truck repair shop at Savannah, Georgia, but the senior laid-off machinists were not given an opportunity to exercise their

select a suitable man who could fit into the picture, it being the understanding that not only the assistant electrical foreman on the Savannah terminals, but all the other employes in the shop, were electricians and they could get along with a handy-man who was not an experienced electrician. The master mechanic at Macon selected W. H. Mills, who was a junior machinist on furlough, as being the type of man who would best fit into the position in lieu of an experienced electrician, and he was sent to Savannah and filled the job under the pay-roll classification of special utility mechanic.

On April 18, 1938, the general committee first made claim that the job should have been bulletined and a senior machinist at Macon should have been allowed to exercise his seniority.

The carrier has consistently maintained that the work of maintaining these trucks is strictly electricians' work and that practice has been carried out, without objections from any source, for at least 15 years prior to the present dispute.

There is being submitted herewith copies of letters from Mr. W. J. Lucas, assistant electrical foreman, Savannah terminals, in charge of the electric truck maintenance, in which he classifies the work in accordance with his judgment of its nature, dated October 28, 1938, as well as letters from Mr. T. N. Macon, general chairman of the electricians of the System, dated June 6, 1938, and June 8, 1938, to the superintendent of motive power, wherein he claims the work for the electrical craft.

Later, Mr. C. W. Weaver, general chairman of the machinists, and Mr. T. N. Macon, general chairman of the electricians, got together and wrote the management, as per copy of letter submitted, dated July 8, 1938.

It thus seemed to develop into a jurisdictional matter, for some reason beyond our comprehension, and the management was inclined to comply with the joint request of the two general chairmen and establish one machinist job at the truck repair shop, and on August 24, 1938, one position for a machinist at this shop was bulletined at Savannah, and was filled by a machinist from Savannah shop.

Regardless of this action, and in view of past practice and the position taken by the assistant electrical foreman, and the general chairman of the electricians prior to his acquiescence in the views taken by Mr. C. W. Weaver, general chairman of the machinists, and also president of Central of Georgia System Federation No. 26, the carrier sees no merit in the claim for lost time by the various machinists at Macon between the dates of November 15, 1937, and August 8, 1938, which is the claim of the employes.

The carrier contends that it could properly have gone on the outside at any time and hired an electrician for the work, and the committee is undertaking to establish a penalty against the carrier, which is not supported by equity, reason or rules of the agreement.

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.

There was controversy over the proper classification of the job in question at Savannah.

There was controversy over jurisdiction also.

Both questions were disposed of by letter signed by C. W. Weaver, general chairman of machinists and T. N. Macon, general chairman of electrical workers, dated July 8, 1938, and accepted by C. E. Weaver, general manager.

AWARD

Position in question will be filled in accordance with provisions of the agreement and the letter dated July 8, 1938, but without pay for alleged loss of time as claimed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 6th day of January, 1939.