

Award No. 1206
Docket No. 1136
2-CRI&P-EW-'47

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

**THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY
COMPANY**

(Joseph B. Fleming and Aaron Colnon, Trustees)

DISPUTE: CLAIM OF EMPLOYEES: That the assignment of Electrician Garland Wyant from the electric shop to the repair of Diesel electric locomotives in the Silvis back shop on and since July 26, 1946, was improper, and accordingly the carrier be ordered to bulletin said position and fill it consistent with the terms of the current agreement.

EMPLOYEES' STATEMENT OF FACTS: On July 26, 1946, the electrical repair to Diesel engines in the back shop at Silvis, Illinois, increased to the extent that it became necessary for the carrier to add one electrician to the force already assigned to this class of work. This job was not filled in accordance with the provisions of Rule 15, but was filled by transferring Electrician Garland Wyant from the job he was assigned to perform in the electric shop to the job of making repairs to Diesel engines in the back shop. This employe was junior to the majority of the electricians at this shop point, there were senior electricians desiring this position, and this fact is substantiated by the submitted copies of letters identified as exhibits A and B, signed by Electricians Koehler and Whitaker. The electricians at this shop point, regardless of the division or sub-division in which employed, are maintained on one and the same seniority roster.

The agreement effective September 15, 1941, is controlling.

POSITION OF EMPLOYEES: Rule 15 of the current agreement reads as follows:

"Rule 15. New Jobs and Vacancies: When new jobs are created or vacancies occur in the respective crafts the senior employe at the point shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or any vacancies that may be desirable to him, such trial period to be limited to fifteen (15) days; failing to qualify, such employe will take whatever position may be open in his craft and class.

If no position is open he shall, if qualified, displace the junior man.

in the force. Therefore, there was no new position nor vacancy to be bulletined under Rule 15. It is this carrier's contention that it may utilize the services of an electrician on any work within classification Rule 101 of the controlling agreement. Assistant Director McManamy on February 6, 1920, in an official interpretation of a rule of the National Agreement, similar to our Rule 15, said a "vacancy" can only exist when employes leave the service.

In view of the foregoing, the carrier respectfully petitions your Board to deny the claim of the employes.

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 and 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.

On November 16, 1944, one electrician was assigned by bulletin to Diesel locomotives in shop for classified repairs, at Silvis, Illinois, under the provisions of Rule 15 of the current agreement. On July 26, 1946, the carrier assigned an additional electrician to the same class of work. It follows, therefore, that this also was a new position and should have been bulletined.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling,
Secretary

Dated at Chicago, Illinois, this 29th day of October, 1947.