

Award No. 1876

Docket No. 1734

2-C&E-LEW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 20, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (Electrical Workers)**

CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That the current agreement, particularly Rule 11 thereof, was violated when the Carrier declined to assign Electrician S. M. Dyskiewicz to the vacancy bulletined as Job EL-13 on which he was the senior and only applicant.

2. That accordingly the Carrier be ordered to assign this employe to the aforesaid position.

EMPLOYEES' STATEMENT OF FACTS: Electrician A. F. Meers occupied a position in Oaklawn Back Shop with assigned duties overhauling, rebuilding, inspecting, flushing and charging storage batteries for Diesel electric locomotives and other electrical work.

November 20, 1953 the following bulletin was posted:

"To All Concerned:

Art Meers has been assigned to electrician Job No. E-6, Oaklawn Coach Shop, account bidding on Bulletin C-60.

Leo H. Hibbs"

On November 23, 1953 the following bulletin was posted:

"To All Concerned:

There is a permanent vacancy on the first shift, for Job No. EL-13, Electrician, Oaklawn Back Shop, account A. F. Meers assigned to the Coach Shop.

R. H. Risser, Shop Supt."

Electrician Dyskiewicz was the sole bidder for this position and on December 3, 1953 the following bulletin was posted:

he fails to qualify for the new position, he will have to take whatever position may be open in his line of work."

POSITION OF CARRIER: From the claim as filed with the Board, petitioner would have it appear that claimant herein, Electrician S. M. Dyskiewicz, was not assigned to the vacancy advertised by Bulletin B-72. That this is not a fact is decisively refuted by Assignment Bulletin B-78. This vacancy bulletin, which is a part of the record herein, clearly indicates that claimant was assigned to the vacancy in question. Further, the facts in this case definitely establish that the electrician's vacancy advertised by Bulletin B-72 was filled in exactly the same manner as has been the custom and practice in filling electricians' positions at all times in the past. Not only have electricians' positions been filled in this manner; but vacancies of all other crafts, party to the agreement in question, have likewise been filled in an identical manner.

Rule 11—the bulletining rule—quoted in carrier's statement of facts, stipulates the provisions carrier must observe in filling vacancies under the agreement. Carrier submits that this rule has been fully complied with. Vacancy Bulletin B-72 clearly indicated the hours of the assignment, rate of pay, rest days, lunch period, as well as location where position would work. That this form of bulletin has been standard on this carrier for many years is evidenced by carrier's Exhibit C which lists a few of the numerous positions that have been bulletined throughout the years. A study of these bulletins makes it apparent there was nothing remiss or unusual in the manner by which the position in question was bulletined and assignment made.

As will be observed by carrier's Exhibit C, the only change which has been made during this entire period, and which was merely for the convenience of carrier, is the practice instituted five or six years ago when a numeral prefix was added to all bulletins for the purpose of identifying the respective positions. This prefix (EL-13 in the case under controversy) is used to identify the respective positions bulletined and is only an arbitrary symbol adopted by management to identify all electricians' positions (as well as positions of other crafts coming under the agreement in question), so that the number of such positions may be related to the number of electricians holding regular assignments. No other deviation has been made in the manner of bulletining positions. It is pertinent that no similar protest has heretofore been progressed to the highest officer of this carrier by any of the federated crafts with respect to this slight change in practice.

Carrier submits that the only question to be decided by the Board is whether claimant was or was not assigned to the vacancy advertised by Bulletin B-72. This is the only demand contained in petitioner's letter of March 11, 1954 to the secretary of your Division (carrier's Exhibit D) and is accordingly the only question upon which the Board shall pass. That petitioner's demands are without merit is clearly established by the record—a vacancy for one electrician in Carrier's Oaklawn Back Shop (first shift) to perform work customarily performed by electricians was advertised. Claimant Dyskiewicz, the senior applicant, was assigned to and has subsequently been compensated for performing the work of an electrician under this bulletin. Nowhere has petitioner produced any evidence to the contrary in support of their position that claimant was not assigned to the vacancy in question.

In the absence of any facts of record to the contrary, carrier submits that the record as presented conclusively establishes that claimant herein was properly assigned to fill the vacancy for which he made application and only a denial award is in order.

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.

Organization contends claimant Dyskiewicz, who was the successful bidder for vacancy bulletined as Job No. EL-13, Electrician, Oaklawn Back Shop, was not in fact assigned to that position. The substance of the claim is that Mr. Dyskiewicz should be continuously assigned to battery work. Carrier responds claimant has been properly assigned.

The record discloses that A. F. Meers, the previous incumbent of this position, was assigned to Job No. EL-13 pursuant to said vacancy being bulletined as a new position on July 29, 1952. Mr. Meers was assigned to perform wiring and repairing of diesel motors, and other duties in the electricians' craft. Effective January 17, 1953 Meers began performing battery work. Thereafter he performed all such work, but when there was no battery work to do he also performed other tasks in his craft.

On November 20, 1953 notice was posted that pursuant to his successful bid Electrician Meers had been assigned to Job No. E-6, Oaklawn Coach Shop. Job No. EL-13 was then bulletined on November 23, 1953 and Claimant Dyskiewicz was assigned thereto by virtue of being the sole bidder. Claimant apparently thought he was bidding for a "battery job." But on November 23, the date Job No. EL-13 was bulletined, carrier assigned the battery work to Electrician Jordan and continued him on this task until December 31. From January 4, 1954 through March 31, 1954 Claimant Dyskiewicz was assigned to battery work. Thereafter this work was assigned for approximately five months to Electrician Drake, and subsequently to another electrician.

Employes are entitled to be informed concerning the nature of the job being advertised. Carrier's bulletin of November 23 on Job N. EL-13 listed the location, hours, regular work days and rate of pay. The position was not bulletined as a battery job, however EL-13, is the payroll designation attached to the position; it does not refer to battery work. This position was not advertised as a battery job when previously bulletined, and we have seen that Meers did not begin performing battery work until almost six months after having been assigned the job. We are therefore unable to find that carrier can be required to assign Claimant Dyskiewicz continuously to battery work.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January, 1955.