

Award No. 2682
Docket No. 2567
2-AT&SF-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, AFL (Electrical Workers)**

**THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY SYSTEM**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current Agreement, the Carrier erred when they did not assign Lineman, W. W. Searcy to a Division Lineman's vacation relief position at Barstow, California.
2. That the Carrier be ordered to compensate Lineman, W. W. Searcy, the difference in lineman's rate of pay and the rate of pay of a Division Lineman, from July 9, 1956, until corrected.

EMPLOYEES' STATEMENT OF FACTS: Communications Lineman Mr. W. W. Searcy, hereinafter referred to as the claimant, is an hourly rated employe, regularly employed by The Atchison, Topeka and Santa Fe System, hereinafter referred to as the carrier, on the Coast Lines, in the communications department.

July 9, 1956 there was assigned, at Barstow, California, a lineman with less seniority as a lineman, than the claimant, to relieve a division lineman account of vacation. The lineman assigned to this vacation relief assignment had a lineman's seniority date of January 6, 1953, the claimant had a lineman's seniority date of September 2, 1952.

This dispute has been handled with the carrier up to and including the highest officer so designated by the carrier, with the result that he has declined it.

The current agreement effective August 1, 1945, as subsequently amended, is controlling.

employe and has **qualified** himself for the position of Division Lineman" is made without knowledge of the true facts and without the support of a scintilla of evidence. The carrier is not only willing but anxious to use Mr. Searcy, as well as any other lineman, as a relief division lineman after he has gained the necessary experience and qualifications. The fact that the organization as well as the employe himself may feel that he has the requisite qualifications does not alter the facts.

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.

The rules governing the filling of vacancies are not applicable because Article 12(b) of the Vacation Agreement provides that absence of an employe on vacation will not constitute a vacancy in his position under any agreement. Thus it appears that most of the employes' contentions, while appropriate to the filling of a vacancy, are inappropriate here.

Article 12(b) provides further:

"* * * When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority."

That provision does not require the assignment of a senior unqualified employe when a junior qualified employe is available, nor does it require the carrier to give such senior employe an opportunity to demonstrate his qualifications, even though such opportunity may be afforded by the rules for filling vacancies. It simply means that, other considerations being equal, the senior employe will be used.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of November, 1957.