

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: (System Federation No. 97, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
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(Atchison, Topeka & Santa Fe Railway Company

Dispute: Claim of Employees:

That the Carrier erred and violated the provisions of Rule 17 of the August 1, 1945 Agreement when they assigned men from Crafts other than the Electrical Workers, to exercise supervision over the Shop Extension Electricians on the Coast Lines Grand Division.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

On July 28, 1974 the carrier removed the shop extension electrical workers from the direction and supervision of a foreman who was a qualified electrician. The supervision of the shop extension electrical workers was assigned to the B & B General Foreman and his assistants. The organization filed a grievance on behalf of the electrical workers alleging that the change in supervision violated the agreement. No monetary claim was filed. There is no specific relief requested in the claim or submission as presented to this Board. We can assume that a declaration as to whether the carrier's actions are violative of the agreement is what is requested. On the property the organization asked the carrier to rescind the instructions.

The organization argues that the carrier reassigned the foreman who was supervising the shop extension electrical workers and filled the vacancy left by him with the B & B General Foreman. They argue that in that the filling of vacancies of foremen is governed by Rule 17, the carrier was bound by its terms and hence violated the agreement. Rule 17 reads as follows:

"(a) Mechanics holding seniority under this Agreement and in service of the railway company in any capacity will be given preference for promotion to positions of Gang Foremen and Foremen. In filling such positions, employees selected will be from the respective crafts of the employees over which they will exercise supervision.

(b) Employees promoted to positions of Gang Foremen and Foremen under this rule will retain seniority in the craft and at the point from which promoted.

(c) Technical school graduates in service holding degrees in Mechanical or Electrical Engineering will be eligible for assignment as Gang Foreman or Foreman."

The B & B General Foreman does not possess the qualifications set out in the rule.

Crucial to the organization's position is a showing that the carrier's actions come within the purview of Rule 17. The carrier must be filling a position of Gang Foreman or Foreman for the rule to apply. This the carrier did not do. The carrier reassigned the supervisory responsibility for the shop extension workers who along with other crafts are engaged in an interdisciplinary effort under the supervision and coordination of the B & B General Foreman. The carrier is well within its rights to reorganize the administration of work performed by its employees so long as that right has not been bargained away. Rule 17 does not say that the shop extension workers will be only supervised by personnel meeting the requirements set out in that rule. It says that when a position of Gang Foreman or Foreman is being filled the rule will be followed.

Accordingly, the claim is found to be without merit.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 12th day of July, 1977.