

The Second Division consisted of the regular members and in addition Referee Kay McMurray when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Section 2 of the Memorandum Agreement signed May 26, 1973, to be effective April 1, 1973, at Kansas City, Missouri when they did not revert temporary upgraded electrician apprentices to their apprentice status in reverse order when force reduction at Kansas City, Missouri was made to be effective end of shift September 30, 1977, further violating Article III - Advance Notice Requirements - of the National Agreement June 5, 1962 when the demoted electrician apprentices were not given five (5) working days advance notice of being furloughed as electrician apprentices.
2. That, accordingly, Carrier be ordered to:
 1. That the controlling agreement be followed when retaining or restoring employees to service in regards to force reduction.
 2. Compensate Electrician apprentice S. D. Vanderlinden eight hours (8') a day, five days a week, at the effective rate continuous from October 1, 1977 through October 17, 1977;
 3. Compensate Electrician Apprentices P. L. Gates eight hours (8') a day, five days a week, at the effective rate from October 1, 1977 and continuous.

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.

The claimants, S. D. Vanderlinden and P. L. Gates, were employed by the Carrier as electrician apprentices. At the time of employment, they held two of seven apprentice positions. Due to the needs of the service, claimants were upgraded to fill positions as electricians.

By a notice dated September 23, 1977, the Carrier informed the parties of a reduction in force to be effective September 30, 1977. The notice reduced the work force by three electricians and four electrician apprentice positions. There is a memorandum of agreement between the parties which provides for the demotion of temporary electricians in reverse order of advancement to their former status as apprentices. It is the contention of the organization that claimants should have been demoted in reverse order to apprentice position and then given proper notice of furlough from that position. Article III of the National Agreement signed June 5, 1962, provides that not less than five working days notice must be given before the abolishment of a position or reduction in force.

The organization concedes that the notice of furlough as an electrician is in accordance with the agreement. It maintains, however, that they were not properly furloughed as apprentices.

The Carrier takes the position that notice was unnecessary in view of the fact that there were only four apprentice positions available and all four were abolished in the notice. It is obvious that the claimant could not bump into a position which did not exist and no furlough notice was necessary. On the other hand, if seven apprentice positions existed as claimed by the organization, then a demotion in accordance with the agreement was necessary and appropriate handling from that position was required.

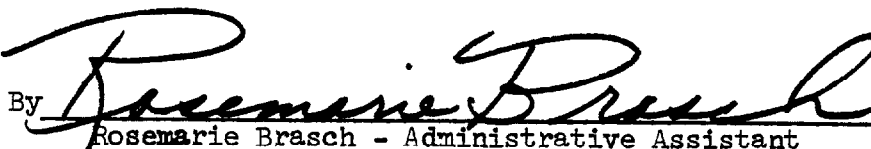
The record does not contain sufficient information for the Board to make a determination regarding the number of positions available. It should be simple for the parties themselves to make this factual determination and we return that finding of fact to them.

A W A R D

Based on the entire record, if the factual determination of the number of jobs available reveals sufficient positions to accommodate the demotion of claimants to apprentice positions, they will be awarded five days pay in accordance with the notice provisions of the National Agreement. If the number of apprentice positions available was four and all were abolished, the claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 19th day of March, 1980.