

Rule 1

"Classification of Work:

Pending adoption of a national classification of work rule, employees will ordinarily perform the work which has been performed traditionally by the craft at that location, if formerly a railroad facility, or, as it has been performed at comparable Amtrak facilities, if it is a new facility."

It is clear that Rule 1 expresses the parties mutual desire to maintain the status quo in respect to the assignment of work between crafts. This would also reasonably encompass the division of work between crafts as it related to the delineation of temporary and permanent vacancies.

In this case, the Organization failed to show that they "traditionally" performed the work in question in connection with temporary vacancies. In view of the language of Rule 1, it could not be found that the Organization should prevail in the absence of such proof. On the contrary, the Carrier put forth statements by two foremen that since as early as 1948 Firemen and Oilers and other shop craft employes have been used on day to day vacancies such as vacation vacancies.


In view of the foregoing, the claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:



Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 2nd day of November 1983.

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

Parties to Dispute: (International Brotherhood of Electrical Workers
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(National Railroad Passenger Corporation

Dispute: Claim of Employees:

1. That the National Railroad Passenger Corporation (Amtrak) removed work normally performed by the electrical craft and assigned said work to the firemen and Oilers.
2. That accordingly Electrician Van B. Russell be compensated eight (8) hours for May 27, 28, 29, 30 and 31, 1979 for a total of forty (40) hours at the time and one-half rate.

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 employes 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 Carrier has in operation a maintenance facility at Beech Grove, Indiana. There is no dispute that in connection with the operation of the powerhouse at the facility, there are four employes permanently assigned as Electrical Stationary Engineers. There is no dispute that the electricians craft has been traditionally assigned to these permanent vacancies in the powerhouse.

The dispute centers around the Carrier's use of employes from the Firemen and Oilers craft to fill a temporary vacancy in the powerhouse in this case a vacation vacancy. Electrical Stationary Engineer W. R. Hill was on vacation from May 27, 1979, through May 31, 1979. During this period, the employer assigned Laborer Shelton K. Green to work the vacation vacancy of Mr. Hill. The claim protests this action.

The Board has considered the evidence and the arguments of the parties and it is our conclusion that under the facts and circumstances here, no violation of the contract occurred.

The dispute involves the interpretation and application of Rule 1 of the relevant contract. It states: