

The Second Division consisted of the regular members and in addition Referee David Dolnick when award as rendered.

(International Brotherhood of Electrical Workers
(System Council No. 27
Parties to Dispute: (
(St. Louis Southwestern Railway Company

Dispute: Claim of Employees:

1. That the St. Louis Southwestern Railway Company failed to physically execute Bulletin 2-A, dated February 27, 1981, in awarding Position No. 8, Location 5600 to Equipment Installer L. E. Sykes, Jr. the successful applicant and continues to violate Rule 3-Seniority and Rule 3-8 of the controlling Agreement.

2. That accordingly, St. Louis Southwestern Railway Company be ordered to physically execute the assignment change awarded in Bulletin 2-A to Equipment Installer L. E. Sykes, Jr. and further for eight (8) hours each day, six (6) days per week at the pro rata rate of pay, commencing March 2, 1981 and continuous until Mr. Sykes is physically placed on the position as Radio Equipment Installer, as per his senior bid on Carrier bulletin of February 13, 1981.

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.

On February 13, 1981, the Carrier posted Lineman's Vacancy Bulletin No. 2, asking for bids for a temporary vacancy made necessary because of the illness of E. L. Valentine, who was permanently assigned to the position of Equipment Installer, Position No. 8, Location No. 5600, at Pine Bluff, Arkansas. Claimant, the most senior bidder, was assigned to that vacancy, as noted in Bulletin No. 2-A, dated February 27, 1981. He began to work that position on March 2, 1981.

Valentine returned to his Position No. 8 on April 3, 1981, and the Claimant was reassigned to his permanent position.

From approximately March 2, 1981, to April 3, 1981, while the Claimant was assigned to Position No. 8 temporarily vacated by Valentine, the Carrier had another equipment installer- R. A. Swanigan - who had less seniority than the Claimant - perform microwave work at Location No. 5600 on Position No. 8. Valentine, while working that position, also performed microwave work.

It is the position of the Employees that the Claimant was really never assigned to the full position occupied by Valentine, since the Claimant was not permitted to perform microwave work, which was an essential part of Position No. 8 at Location No. 5600. For this reason, Employees contend that the Claimant is entitled to compensation for eight (8) hours, six (6) days a week at the pro rata rate of pay from March 2, 1981, to April 3, 1981.

Bulletin No. 2 advertised a temporary position of an Equipment Installer. Claimant, Valentine, and Swanigan were all in that classification. Claimant lost no pay from March 2, 1981 to April 2, 1981. He at all times received the rate of pay for the job of Equipment Installer. The claim here is in the nature of a penalty, for which there is no provision in the Agreement.

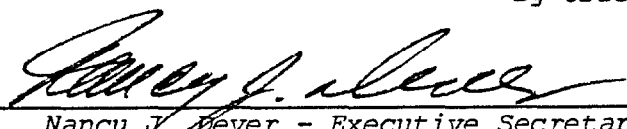
Within an agreed upon position, Carrier has the right to determine the assignment of work, providing it does not, in other respects, violate the rights of other employees in that classification. Admittedly, Swanigan was more capable than the Claimant to perform microwave work. When he was so assigned to perform microwave work on Position No. 8 at Location No. 5600, he in no way deprived the Claimant of any of his seniority rights or of any additional pay or other money increments. Carrier did not violate Rule 3-3.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 11th day of July, 1984