

Award No. 16808

Docket No. MW-17534

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when, on March 1, 1966, it disqualified and thereafter refused to permit Welder Helper F. L. Depperman to work as a Combination Welder without affording him the opportunity to qualify as such in accordance with the provisions of the Memorandum of Agreement effective June 1, 1954. (System Case No. 417 MofW/C-39-W-66.)

(2) Welder Helper F. L. Depperman be given the proper opportunity to qualify as a Combination Welder and, beginning March 1, 1966, and continuing thereafter, be allowed the difference in pay between the combination welder's rate and the welder helper's rate of pay for each day that the violation referred to in Part (1) of this claim continues to exist.

EMPLOYEES' STATEMENT OF FACTS: Claimant F. L. Depperman has established welder helper's seniority dating from May 14, 1958. On January 11, 1966, the Carrier issued Bulletin No. 4, advertising a Combination Welder's position. The claimant bid for and was assigned to said position on January 28, 1966. He assumed the duties of his new position on February 2, 1966 and was assigned to and performed acetylene welding on February 2, 3 and 4, 1966. Beginning on February 7, 1966, the claimant was to begin familiarizing himself with the electric welding process under the supervision and direction of the system welding instructor. After receiving a minimal amount of supervision and/or instruction on February 7, 8 and 9, 1966, on March 10, the claimant was again assigned to perform acetylene welding and continued to satisfactorily do so for the remainder of the month.

Even though the claimant had not received the amount of time he was entitled to receive to become familiar with the electric welding process, the Carrier advised him, on February 25, 1966, that he had not qualified as a Combination Welder and, therefore, he was being returned to his former position of welder helper.

The pertinent correspondence exchanged in the handling of the claim is attached as Company's Exhibits A-J.

(Exhibits not reproduced.)

OPINION OF BOARD: By Bulletin No. 4, dated January 11, 1966, Carrier advertised a regular position of Combined Gas and Electric Welder at Markham Yard, Chicago. Claimant, a welder helper, applied for and was awarded the combination job on January 28. On February 25 Carrier notified Claimant that he did not meet the qualifications of a combined gas and electric welder and that he was being returned to his former position as a welder helper in conformity with Rule 3(b) of the Agreement, reading:

"Seniority of a promoted employe on a bulletined position will date from his promotion to a regular bulletined position either temporary or permanent, provided he is not returned to his former position within the first 30 days on account of inability to meet the qualifications of the position."

Petitioner alleges that Rule 3(b) is a general rule and is not applicable, and that in this dispute Carrier violated the provisions of the Memorandum Agreement effective June 1, 1954 relating specifically to welders.

The record does not support petitioner's contention that the 1954 Memorandum is applicable and supersedes Rule 3(b) of the Agreement. It is true that the 1954 Memorandum is a special agreement applicable only to welders. Under its specific provisions, acetylene welders and electric welders were placed on one seniority roster. It then afforded acetylene welders the option of a thirty-day training period in electric welding, as well as electric welders a training period in acetylene welding. The parties did not stipulate that upon completing such training periods the men would be "qualified" as combination acetylene and electric welders. Instead, they stipulated that acetylene welders would have the symbol "TE" added to show training in electric welding completed, and electric welders "TA" to show training in acetylene welding completed. They concluded Section 3 of the Memorandum with the provision that "the letter 'T' will be removed thereafter when the bid in or displace and qualify on a regular position."

The 1956 amendment did not change the basic provisions of the 1954 Memorandum. It simply extended the privilege of training in the opposite type of welding to welders who had not completed the training as of June 1, 1956, and to employes assigned to positions of acetylene welder, or to positions of electric welder, after June 1, 1956.

Petitioner does not question Carrier's decision that Claimant did not meet the electric welding requirements of the gas and electric welder position to which he was assigned on January 28. The provisions of Rule 3(b) were applicable, and Carrier properly exercised its right to return Claimant to his former helper position within thirty days after his assignment to the combined welder position.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of November 1968.