

Award No. 1747
Docket No. 1671
2-PRR-URRWA-CIO-'54

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

THE UNITED RAILROAD WORKERS OF AMERICA, C.I.O.
THE PENNSYLVANIA RAILROAD COMPANY (Central Region)

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement it is improper for the carrier to assign Electrician Helpers to perform the assigned duties of Electricians when no vacancy exists.

2. That the carrier be ordered to discontinue this practise at Canton Enginehouse, Eastern Division, Central Region.

3. That the carrier be ordered to compensate E. E. Ewers at the punitive Electrician rate, eight (8) hours for each of the following days: February 15, 21, 28 and 29, March 13 and 14, 1952.

EMPLOYEES' STATEMENT OF FACTS: There is an agreement between the parties to the dispute dated July 1, 1949 and subsequent amendments, copy of which is on file with the Board and is, by reference hereto, made a part of this statement of facts.

At Canton Enginehouse, Eastern Division, Central Region, the Pennsylvania Railroad Company, hereinafter referred to as the carrier, employs a force of electricians and electrician helpers.

E. E. Ewers, hereinafter referred to as the claimant, is employed as an electrician, first trick.

On February 15, 21, 28 and 29, 1952 and March 13 and 14, 1952, rest days of the claimant, the carrier augmented the force of electricians by up-grading electrician helpers.

The employees filed claim for the aforementioned dates as provided for in the controlling agreement.

The claim was denied at all levels up to and including the general manager who is the highest officer of the carrier designated to handle disputes.

POSITION OF EMPLOYEES: It is respectfully submitted that the graded work classifications for electricians is specifically outlined in the current agreement and is inherently and contractually the duty of mechanics and not the duty of helpers.

It is to be seen by a careful examination of Regulation 5-H-1 which states:

"5-H-1. Mechanics Helper work is any work in his craft that he is capable of performing in assisting a Mechanic or an Apprentice

Therefore, the carrier respectfully submits that your Honorable Board should deny the claim of the organization in this matter.

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 employe 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.

The parties to said dispute waived right of appearance at hearing thereon.

The record discloses that in February, 1952 a temporary position was created on the first shift at Canton Enginehouse for an electrician with rest days on Saturday and Sunday. The senior demoted electrician, employed as electrician helper on the first shift at Canton Enginehouse was temporarily assigned to the position. On February 29, 1952 the temporary electrician position was bulletined as a permanent position with rest days Saturday and Sunday and the electrician helper continued to fill position until assignment was made. On March 12, 1952 the position was assigned to the senior qualified electrician placing bid, Relief Electrician E. E. Ewers, (the claimant in the instant dispute). The claimant elected to observe the rest days of his former position on March 13, 14, 1952 and began work on his new assignment on March 15, 1952.

Regulation 2-A-4 of the controlling agreement provides:

"Vacancies in positions covered by this agreement, either in positions not subject to advertisement under Regulation 2-A-1, or in positions temporarily vacant pending award, shall, if filled, be assigned to qualified employes covered by this agreement in the following manner:

"Mechanic assignments shall be offered to the senior qualified helper regularly employed and working on the trick, at the location and from the craft where such vacancy exists; . . ."

Under the provisions of this Regulation, the action of the carrier was proper in up-grading a helper and assigning him during the period when it was not known the vacancy would exist for a period of thirty (30) days and, also, during the period that the vacancy was under advertisement. There was no violation of the controlling agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 10th day of March, 1954.