

Award No. 2424

Docket No. 2249

2-PRR-MA-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 152, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Machinists)**

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the controlling agreement the Carrier has improperly classified the work of maintenance and repair of equipment in the Diesel Oil Plant and Oil Mixing Plant located at South Altoona Foundries, thereby damaging Machinist M. P. Russel, the employe performing this work, in an amount of money equivalent to the difference in pay between "E" Grade and "C" Grade of the Graded Work Classification of Mechanics, Helpers and Apprentices, retroactive to March 1, 1952.

2. That, accordingly, the Carrier be ordered to properly adjust the classification of the aforesaid work and compensate Machinist M. P. Russell in an amount of money equivalent to the difference in pay between the "E" Grade and "C" Grade of the Graded Work Classification Rates retroactive to March 1, 1952.

EMPLOYEES' STATEMENT OF FACTS: Machinist M. P. Russell, hereinafter referred to as the claimant, is employed by the Pennsylvania Railroad Company, hereinafter referred to as the carrier, and assigned to maintain and make repairs to the equipment in the diesel oil plant and oil mixing plant. (2 separate plants.)

The claimant performs all work incident to and in connection with maintaining continuous operation of the aforementioned plants. This work involves the following items in the diesel oil plant:

"Maintaining and repairing 16 Pumps.

Maintaining and repairing 4 Heat Units.

Maintaining and repairing Condenser—Coils and Lines under Coils.

Clean and repair Baffle Plates.

CONCLUSION

The carrier has shown that under the applicable agreement the maintenance of the centrifugal pumps in question does not demand the Grade "C" rate of pay; and the claimant is not entitled to the compensation which he claims.

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 were given due notice of hearing thereon.

The graded work classification agreement lists under C-Grade, "Repairs to plant, road machinery and equipment." The explanation thereof is as follows:

"Men of high grade skill qualified and assigned to do all around work on miscellaneous repairs to tools, machinery and equipment, including setting up and erecting."

Such agreement under E-Grade lists, "Work specified below and work requiring similar skill." The work then specified does not include repairs to plant or equipment.

The carrier contends that the claimant merely performs ordinary pump maintenance and repair, which does not require a man of high grade skill but which is work requiring similar skill to E-Grade work.

The statement of agreed upon facts states that "the repairs to and maintenance of equipment in the South Altoona Foundries Diesel Oil Plant and Oil Mixing Plant have been done for some time past by Machinist Repairman". That is the work here involved and we find it is within the specification of the C-Grade. The fact, that some forms of plant equipment repair do not require men of high grade skill at all times, does not justify a classification in some lower grade. That can be accomplished only by a change in the agreement.

Prior acquiescence in an improper classification of work does not make that classification proper.

The claim seeks retroactivity to March 1, 1952 but the graded work classification agreement became effective April 1, 1952 so retroactivity beyond that date cannot be justified.

AWARD

Claim sustained retroactive to April 1, 1952.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 29th day of March, 1957.