

Award No. 2479

Docket No. 2231

2-PRR-MA-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Carl R. Schedler when the award was rendered.

PARTIES TO DISPUTE:

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

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the controlling agreement the Carrier improperly employed a junior Machinist, W. G. Baer, Jr., at the Grade "E" Machinist rate on March 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 and 31, 1954, instead of Isadore Abrams, senior Machinist (demoted) and assigned laborer, thereby damaging Machinist Abrams in an amount of money equivalent to the difference in pay between the Laborer's rate and the Grade "E" Machinist rate.

2. That, accordingly, the Carrier be ordered to compensate Machinist Isadore Abrams in an amount of money equivalent to the difference in pay between the Laborer's rate and the Grade "E" Machinist rate for the twenty-three (23) aforesaid dates.

EMPLOYEES' STATEMENT OF FACTS: Isadore Abrams, hereinafter referred to as the claimant, is employed by the Pennsylvania Railroad Company, hereinafter referred to as the carrier, at the South Altoona Foundry, Brass Finishing Shop. Claimant established seniority as a machinist on June 18, 1923.

At the time the instant dispute arose, claimant was the senior demoted machinist working as an assigned laborer.

W. G. Baer, Jr., has a machinist seniority date of August 23, 1941. On October 1, 1953, Mr. Baer was appointed estimator in the methods and cost control department. On March 1, 1954, due to curtailment of work and subsequent reduction in force, Mr. Baer's position as estimator was abolished and he was transferred back to the shop rolls being paid the "E" Grade mechanic's rate during the month of March, 1954.

This dispute has been handled with the carrier up to and including the highest officer so designated by the company, with the result that he has declined to adjust it.

erence thereto not agreed upon by the parties to the applicable agreement. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The carrier has established that the assignment of Mr. Baer to the special-duty work here in question during the month of March, 1954, was not improper under the agreement applicable here, and that 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 claimant is senior to W. G. Baer, Jr., in the Brass Finishing Shop. Baer left the Brass Finishing Shop and worked as an Estimator in the Methods and Cost Control Department for about five (5) months. The carrier abolished the position of Estimator and returned Baer to the shop rolls on March 1, 1954.

During the month of March, 1954, he was paid the "E" Grade machinist rate. The carrier claims that during the month of March he was on a special assignment, finishing the work he had started as an Estimator, analyzing various operations in the Iron and Brass Foundries, Oil Reclamation Plant, Pattern Shop, Brass Finishing Shop, Automatic Shop and Spring Shop. The carrier refers to the work he was performing as a special-duty assignment. The carrier admits that if he had been working in the shop as a mechanic, he would have been displaced by a senior mechanic, but since he was on a special-duty assignment, he was not subject to the seniority provisions of the agreement.

The conflict in this dispute concerns the type or kind of work performed by Baer in March, 1954. The organization maintains that he was on the Brass Finishing Shop payroll, and received "E" Grade machinist pay, so he presumably was doing work that could have been performed by the claimant, the senior eligible employe. The record is not clear as to the precise kind of work Baer performed during March, 1954, although the carrier claims it was a continuation of his Estimator's duties. The record discloses that the carrier declined to produce Baer's time cards which would have helped to establish the kind of work he was actually performing. It is clearly established that a junior employe was on the shop payroll and that he was paid at the machinist's rate of pay, and the inference that he was taking a machinist's place and probably doing a machinist's work has not been rebutted to our satisfaction. It is our opinion that he was doing machinist's work or the claim never would have been filed.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago Illinois, this 11th day of June, 1957.