

Award No. 3540
Docket No. 3467
2-P&LE-TWUOA-'60

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when award was rendered.

PARTIES TO DISPUTE:

TRANSPORT WORKERS UNION OF AMERICA, A.F. of L.-C.I.O.
(Railroad Division)

THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY AND
THE LAKE ERIE AND EASTERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

The Organization is protesting the way job No. 417 was advertised on Bulletin No. 51. Employees Exhibit No. 7.

The Organization feels that this advertisement is incorrect as men can only bid one job, either carmen or car inspectors. No employee can bid two different jobs and hold them.

The Organization feels that Rule 39, paragraphs (a) and (c) were violated.

EMPLOYEES' STATEMENT OF FACTS: That the carrier improperly advertised the job of car inspector and car repairman when both of these jobs were put on one bid.

That Rule 39, paragraphs (a) and (c) were violated by the carrier.

That although the carrier claims that there is a common roster at Youngstown, Ohio the carrier does use a marking on the roster to denote which men are car repairmen and which are car inspectors.

That this case arose at Youngstown, Ohio and is known as Case Y-103.

That the Railroad Division, Transport Workers Union of America, AFL-CIO does have a bargaining agreement, effective May 1, 1948 and revised March 1, 1956 with the Pittsburgh & Lake Erie Railroad Company and the Lake Erie & Eastern Railroad Company, covering carmen, their helpers and apprentices, (Car & Locomotive Departments), copy of which is on file with the Board and is by reference hereto made a part of these statement of facts.

POSITION OF EMPLOYEES: That the carrier cannot advertise two different jobs on the same bid, that of a carman and car inspector on the same bid as

agreement provisions and claims reparations on behalf of the regularly assigned assistant wire chief for work lost on his Tuesday rest day during the period of the violation.

* * * The wire chief, telegraphers and printer operators are all within the scope of the telegraphers craft, are within the same seniority district, are on the same seniority roster and are qualified to perform any of the work here involved.

* * * The Carrier asserts that Devers is assigned four days as a telegrapher and one day as a relief assistant wire chief and that such an assignment is authorized by Rule 4 (e), current agreement. That rule states in part:

'Regular Relief Assignments — All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments on six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.'

The assignment here questioned was clearly made pursuant to the foregoing rule and is authorized by it. * * * He was assigned to perform relief work on a certain day (Tuesday) and such types of other work on other days (Monday, Wednesday, Thursday, Friday) as may be assigned under the Telegraphers' Agreement. *** The assignment here questioned was clearly within the purview of Rule 4 (e). It is also consistent with the rules permitting the staggering of work weeks and the methods provided for assigning necessary rest day work." (Emphasis added)

Rule 4 (e) cited above in Award 6969 is the same as Rule 1 (g) of the current agreement, having an origin from the March 19, 1949 — "Forty Hour Week Agreement." Carrier submits that Award 6969 supports its position with respect to the manner in which Job 417 R was advertised.

CONCLUSION:

Carrier has conclusively shown that the protest of the organization is without foundation, and the allegation that Rule 39 (a) and (c) were violated is without merit. It has further been shown that Regular Relief Job 417 R was properly established and was within the purview of Rule 1 (g) of the agreement, as car repairmen and car inspectors in the Youngstown-Struthers district are on a common seniority roster, and the work in question was proper under the classification of work rule. It has also been shown by awards of the Third Division, National Railroad Adjustment Board, involving similar incidents, that the "Regular Relief Assignments Rule" having its origin from the 40-Hour Week Agreement authorizes the establishment of regular relief jobs similar to Job 147 R.

It is respectfully submitted that the protest of the organization is without merit and should be denied.

FINDINGS: The Second Division of the Adjustment Board, based upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this disputes 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.

Parties to said dispute were given due notice of hearing thereon.

The organization protests the advertising of a regular relief assignment consisting of four days as relief for a car inspector and one day as relief for a freight car repairman, asserting that carrier may not advertise two different jobs on the same bid.

Under Rule 25 of the Agreement the inspecting of passenger and freight cars is carmen's work and under agreement of February 8, 1934, car inspectors were included in the same class and on the same roster with carmen in the Youngstown-Struthers District. Under Rule 1 (g) of the agreement assignments for regular relief positions may on different days include different duties and work locations for employes of the same class in the same seniority district. The relief assignment comes squarely within that rule.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of September 1960.