

Award No. 3746
Docket No. 3665
2-PRR-SM-'61

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Richard F. Mitchell when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 152, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Sheet Metal Workers)**

PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement the Carrier failed to notify the representative who filed the claim within sixty (60) days from the date instant claim was filed, in writing, the reasons for such disallowance.

2. That the current agreement, particularly the footnote in the Sheet Metal Workers' Graded Work Classification, was violated when the Carrier advertised four (4) new positions to the Carmen's craft, covering items of work accruing to the Sheet Metal Workers, as provided for in the Sheet Metal Workers' Graded Work Classification, instead of filling these positions from the roster of the Sheet Metal Workers' craft.

3. That accordingly, the Carrier be ordered to advertise these positions to and fill from the roster of the Sheet Metal Workers' craft and the following named claimants be compensated for all the time involved for the period October 13, 1958, until the positions are properly advertised and the work assigned to the Sheet Metal Workers' Craft:

Miscoe, Joseph E.	Bankert, Richard F.	Cole, William E., Jr.
Biercewicz, Stanley	Organisciak, Thaddeus, J.	Bailey, Irvin C.
Kuzia, Chester J.	Santomauero, Francesco V.	Ross, Ivan G.
Kargle, Albert A.	Hozempa, Adolph J.	Darstek, Albert
Boker, William J.	Moore, Herman L.	Oreskovich, William
Petraglia, Frank S.	Tommarello, Livio	Lichtenfels, Harry D.
Ricci, Nicodemo C.	Martin, Percy	Sisitka, Mike G.
Raynor, Ronald E.	Watson, William C.	Matava, Joseph M.
Argenas, James J.	Nist, William P. P.	Fox, Ralph L.
Bohince, Jos. V.	Fritz, Alex J.	McDonald, Howard C.
Stabryla, Alojzy W.	Beam, Charles R.	Pezzoni, George E.

Kromaka, Joseph S.	Miller, Harvey J.	Himick, Peter
Templin, William	Heming, James V.	Silbaugh, Samuel R.
Smeresky, Michael A. Jr.	Effinger, Clendon C.	Campbell, Robert W.
Kaniewski, Alexander	Bankowsky, John	Pricer, John J.
Watson, William C.	Meier, Eugene F.	Bober, Joseph, Jr.
Furtive, Francesco	Howell, Herbert H.	Freshwater, Michael F.
Sgambati, Anthony J.	Sassano, Richard	Santomauro, Francesco
Santucci, Robert J.	Fisher, Chester R., Jr.	Organisciak, Thaddeus
Grace, Edward	Gearhart, Alexander	

EMPLOYEES' STATEMENT OF FACTS: Sheet metal workers (pipefitters) previously listed as claimants, hereinafter referred to as the claimants, are employed by the Pennsylvania Railroad Company, hereinafter referred to as the carrier, on the carrier's Pittsburgh Division.

The carrier posted advertisement Bulletin No. 67, dated October 13, 1958, covering the four (4) positions in dispute and assignment Bulletin No. 67, dated October 26, 1958, and correction Bulletin No. 67, dated October 26, 1958.

The major duties of the four (4) positions involved cover work included by the following paragraph in the graded work classification for sheet metal workers:

"This grade of work covers general work in connection with Sheet Metal, pipe and plumbing work; steam, water and air lines on passenger cars, this to include installation and maintenance of water raising system, heating system, pipe work in connection with air conditioning, lavatories and shower baths on cars excluding under body work on camp cars, all freight cars and auxiliary water cars."

The footnote in the sheet metal worker graded work classification covers the work involved:

"In consideration of the equities accruing to employes of the Carmen's Craft who are now engaged in the performance of such items of work, the allocation of such work to the Sheet Metal Workers' Craft is without prejudice to the rights of employes in the Carmen's Craft, whose assignment on December 1, 1942, included these items of work, to continue to perform the work until they vacate their positions, but as vacancies occur or new positions are created covering these items of work, they will be filled from the roster of the Sheet Metal Workers' Craft.

No separation of these items of work shall be made where such separation would require the use of more employes than would be required if the work were continued as part of the work of the Carmen's Craft."

In the handling of this case on the property, a joint submission was prepared by the carrier and the employes and is submitted herewith and will be employes' Exhibit A-3.

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.

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

The carrier urges that the Board may not properly proceed in this case unless all parties likely to be affected by an award are given notice as required by Section 3, First (J) of the Railway Labor Act. The record shows that the notice was issued and the question raised by the carrier is moot.

The Employees contend that in view of the footnote appearing under Grade E in the Sheet Metal Workers' graded Classification in the Rules Agreement, the four positions of Car Repairman advertised by Carrier in Bulletin No. 67 in Yard "C" Pittsburgh, Pennsylvania as new positions should have been advertised to Sheet Metal Workers. We quote the footnote:

"In consideration of the equities accruing to employes of the Carmen's Craft who are now engaged in the performance of such items of work, the allocation of such work to the Sheet Metal Workers' Craft is without prejudice to the rights of employes in the Carmen's Craft, whose assignment on December 1, 1942, included these items of work, to continue to perform the work until they vacate their positions, but as vacancies occur or new positions are created covering these items of work, they will be filled from the roster of the Sheet Metal Workers' Craft.

"No separation of these items of work shall be made where such separation would require the use of more employes than would be required if the work were continued as part of the work of other Carmen's Craft."

There was a joint statement of agreed upon facts entered into between the Carrier and the employes, and it sets out that a part of the duties of the four (4) positions involved, includes work covered by the following paragraph in the graded work classification for sheet metal workers. We quote from the Joint Statement of Agreed upon Facts:

"This grade of work covers general work in connection with sheet metal pipe and plumbing work; steam, water and air lines on passenger cars, this to include installation and maintenance of water raising system, heating system, pipe work in connection with air conditioning, lavatories and shower baths on cars excluding under body work on camp cars, all freight cars and auxiliary water cars."

Thus it is agreed that the footnote in the sheet metal workers agreement covers the above work.

The carrier by closing down certain yards, to consolidate and perform the work in New Yard "C" created new positions and Bulletin No. 67 specifies yard positions advertised at the new location Yard "C" and refers to each one

specifically as a new position, and those new positions not advertised as yard positions were transferred to Penn. Station.

The footnote specifically provides "But as vacancies occur or new positions are created covering these items of work they will be filled from the roster of the Sheet Metal Workers Craft."

The footnote provides "No separation of these items of work shall be made where such separation would require the use of more employes than would be required if the work were continued as part of the Carmen's Craft," and the Carrier contends that any separation of work in Yard "C" would require two additional men, and that on this account, that any such separation of work is specifically prohibited by the Second paragraph of the footnote.

This question was settled when the carrier and the employes entered into the Joint Agreement: We quote:

"It is agreed that the work performed by Car Repairmen, Yard 'C' on each trick covered by the above graded work classification item, could be segregated and assigned to one (1) sheet metal worker on each trick who would be fully employed for each eight hour tour."

The carrier violated the current agreement when it advertised four new positions to the carmen craft covering items of work accruing to the sheet metal workers, instead of filling these new positions from the roster of the sheet metal workers craft. The claim of Employees must be and is sustained.

AWARD

Claim (2) sustained.

Claim (3) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 12th day of June, 1961.