

Award No. 4116
Docket No. 3917
2-RDG-CM-'63

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 109, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

READING COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the hiring of Warren Glass as a mechanic at the Reading Locomotive Shop, Reading, Pennsylvania, was not proper nor authorized under the provisions of the current agreement.

2. That Warren Glass' name be removed from the Carmen's seniority roster at said point.

EMPLOYEES' STATEMENT OF FACTS: January 7, 1960, Warren Glass was employed as a carpenter at Reading Locomotive Shop, Reading, Pennsylvania. His name was placed on the carmen's seniority roster as of the first day worked even though he has had no previous experience working at the carmen's craft, his experience as carpenter being solely confined to outside industry.

The placement of his name on the carmen's seniority roster has been protested along with our request that his name be removed from said seniority roster up to and including the highest officer so designated by the carrier, all of whom have declined to adjust it.

The agreement effective January 16, 1940, as amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that within the meaning of Rule 107, reading as follows:

"Any man who has served an apprenticeship or who has had four (4) years' practical experience at carmen's work, and who with the aid of tools, with or without drawings, can lay out, build or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman."

Warren Glass did not have on January 7, 1960, the required four years' practical experience at carmen's work, and that the carrier has failed to bring

and I do not feel that your position in this matter coincides with the accepted understanding of classification of work rules with System Federation No. 109 and, in the absence of any change in the rules themselves, I believe that the Carmen craft rules should be interpreted in a manner similar to those of the other Shop Crafts."

The foregoing correspondence delineates the carrier's position with respect to the application of the shop crafts rules to the instant dispute. Under rules in effect, carrier has always had the right to hire a qualified machinist, electrician, sheet metal worker, etc., who would be placed on the proper craft seniority roster as of the date of hire. It has in the past hired upholsterers and afforded them seniority as of the date of hiring. The right of carrier to so hire mechanics is not and has not been restricted or considered restricted by any rule in the schedule agreement or any interpretation of existing rules in effect on the property.

In connection with the carmen's Special Rules, "Rule 107, Qualifications," provides in part that "Any man . . . who has had four (4) years practical experience at Carmen's work . . . shall constitute a carman." Rule 108, Classification of Work, provides that "Carmen's work shall consist of . . ." and then lists the multitudinous variety of carmen's work. Obviously, no one man performs all of these tasks, which fact is clearly evidenced by the carmen's rosters which show thereon the employee's occupation, such as painter, welder, car inspector, packer, carpenter, etc. Carrier maintains that obviously, in the absence of a restrictive rule, it retains the right to hire qualified personnel to handle mechanics' positions.

Under all the facts and circumstances, carrier submits that it had every right to hire Warren Glass and afford him a seniority date of January 7, 1960. He is a well qualified carpenter, able and skilled and carrier respectfully requests the Board to deny the claim of the organization in its entirety.

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 waived right of appearance at hearing thereon.

In Awards 644, 1146, 3375 and 3376, all rendered during the period 1941 to 1959 by this Division without referees, similar claims under practically identical rules have been sustained, and this claim necessitates the same disposition.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman,
Executive Secretary

Dated at Chicago, Illinois, this 6th day of February, 1963.