

Award No. 1745
Docket No. 1668
2-PRR-URRWA-CIO-'54

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

UNITED RAILROAD WORKERS OF AMERICA, C.I.O.
THE PENNSYLVANIA RAILROAD COMPANY (Eastern Region)

DISPUTE: CLAIM OF EMPLOYES: 1. That within the meaning of the controlling agreement, the carrier stands in violation thereof, due to the fact R. J. Cassandra was unjustly dealt with at Long Island City Spur Yard, New York Division, Eastern Region.

2. We claim R. J. Cassandra, Electrician, Long Island City Spur Yard, should be compensated for eight (8) hours at the Grade E. punitive hourly rate of pay for March 29, 1952.

3. This claim is due to the working of L. Horvath this date, in violation of the controlling agreement pertinent of which are Regulations 2-A-1, 2-A-4 and the existing overtime agreements, as authorized by Regulation 4-C-2.

EMPLOYES' STATEMENT OF FACTS: There is an agreement between the parties to the dispute, dated July 1, 1949 and subsequent amendments, copies of which are on file with the Board and are, by reference hereto, made a part of this statement of facts.

At Long Island City spur yard, New York Division, Eastern Region, the Pennsylvania Railroad Company, hereinafter referred to as the carrier, employs a force of electricians and helpers.

R. J. Cassandra, hereinafter referred to as the claimant, is regularly assigned as an electrician, tour of duty 7:59 A.M. to 3:59 P.M.—rest days Thursday and Friday.

Louis Horvath is regularly assigned as an electrician helper, Sunnyside yard, tour of duty 3:59 P.M. to 11:59 P.M.—rest days, Tuesday and Wednesday.

On Saturday, March 29, 1952, position of electrician at Long Island City spur yard, tour of duty 3:59 P.M. to 11:59 P.M. was under advertisement and vacant, pending award. Louis Horvath was assigned to cover this vacancy on this date.

Long Island City spur yard and Sunnyside yard are at different locations in the same seniority district.

This claim was processed on the property of the carrier, as provided for in the effective agreement.

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 waived right of appearance at hearing thereon.

Louis Horvath, senior qualified demoted electrician, was employed as **Electrician Helper** on the 3:59 P. M. to 11:59 P. M. shift at Sunnyside Yard.

On March 29, 1952 carrier assigned Horvath as **Electrician** to fill a temporary position on the 3:59 P. M. to 11:59 P. M. shift at Long Island City Spur Yard pending permanent assignment of senior employe bidding on the position in question.

Sunnyside Yard and Long Island City Spur Yard are in the same seniority district.

Regulation 3-B-1(a) provides:

"Seniority of employes shall be confined to the seniority district where employed."

Regulation 2-A-1(d) provides:

"Advertised positions may be filled temporarily, pending an assignment."

Regulation 2-A-4 provides:

"Vacancies in positions covered by this agreement, either in positions not subject to advertisement under Regulation 2-A-1, or in positions temporarily vacant pending award, shall, if filled, be assigned to qualified employes covered by this agreement in the following manner: Mechanic assignments shall be offered to the senior qualified helper regularly employed and working on the trick, at the location and from the craft where such vacancy exists. . . ."

Regulation 4-C-2(d) provides:

"No employe shall have a demand right to work on his assigned rest day nor in excess of five days in any work week.

In the assignment of employes to work on their rest days or on holidays on which they are not scheduled to work, due consideration shall be given to:

1. Their qualifications.
2. Local Agreements covering the distribution of overtime.

Management will not be required to change an employe from one shift to another for the purpose of sharing in the distribution of work referred to in this regulation."

The agreement was not violated.

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AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of March, 1954.