

Award No. 1753
Docket No. 1669
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 EMPLOYEES: 1. That within the meaning of the Controlling Agreement, the Carrier stands in violation thereof, due to the fact that P. R. Miller was denied his seniority rights at Harrisburg, Pa., Steam Enginehouse, Philadelphia Division, Eastern Region.

2. That the Carrier be ordered to assign P. R. Miller to the Machinist Helper position advertised on Bulletin No. 135, dated March 14, 1952.

3. That the Carrier be further ordered to compensate P. R. Miller for all monetary loss sustained, due to this violation.

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

At Harrisburg, Pa., steam enginehouse, Philadelphia Division, Eastern Region, The Pennsylvania Railroad Company, hereinafter referred to as the carrier, employs a force of assigned laborers and common laborers.

P. R. Miller, hereinafter referred to as the claimant, is employed as an assigned laborer, with seniority as a common laborer dating September 9, 1951, and assigned laborer seniority dating December 2, 1951.

G. E. Shadle, employed as locomotive cleaner, has seniority as common laborer, dating November 8, 1950; no seniority as assigned laborer.

Advertisement number 135, dated March 14, 1952, advertised position of machinist helper (permanent) 3:00 P.M. to 11:00 P.M. at Harrisburg Diesel shops.

G. E. Shadle, who has no seniority as an assigned laborer, was awarded this assignment, effective March 27, 1952.

In the instance of initial promotions, assigned laborers are given precedence over common laborers, working as such.

CONCLUSION

The carrier has shown that (1) at the time involved in this dispute the agreement of January 1, 1935 governing the machinist craft or class was not violated when claimant was not awarded the machinist helper position in question; (2) that the manner in which the position was filled was no different from the practice that had been followed at the location in question for many years; and (3) the C.I.O. Agreement of July 1, 1949, relied upon by the organization herein involved, does not support the claim of P. R. Miller here before your Honorable Board.

It is respectfully submitted, therefore, that the claim of the organization here before your Honorable Board should be denied.

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.

Under the provisions of Regulation 2-A-1 of the agreement between the Pennsylvania Railroad Company and the United Railroad Workers of America, C.I.O., the carrier is required to give consideration in proper step, to employes covered by the agreement in instances where no bids are received from employes holding regular assignments in the class of Machinist Helpers.

There is no showing in the record that such consideration was not given the claimant.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 1st day of April, 1954.