

Award No. 1885
Docket No. 1745
2-PRR-URRWA-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Lloyd H. Bailer when the award was rendered.

PARTIES TO DISPUTE:

UNITED RAILROAD WORKERS OF AMERICA, C. I. O.

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. It is respectfully submitted that within the meaning of the Controlling Agreement, The Pennsylvania Railroad Company has failed to comply with the provisions thereof.

2. We request that P. F. O'Donnell be compensated the punitive Car Inspector's rate for December 18 and 19, 1952, for eight (8) hours each day.

3. This claim is due to the unilateral action of the Carrier assigning Helpers to the duties which contractually accrue to the Claimant.

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

At Cleveland, Ohio, Lake Division, Central Region, The Pennsylvania Railroad Company, hereinafter referred to as the carrier, employs a force of carmen and carmen helpers.

P. F. O'Donnell is employed as a car inspector (carman) at the seniority point in question, and will hereinafter be referred to as the claimant.

The claimant holds a regular car inspector's position at Whiskey Island, rest days Thursday and Friday.

December 18 and 19, 1952—rest days of the claimant—extra work developed at Whiskey Island. This extra work was assigned to carmen helpers from the Holton Street Car Yard. The carmen helpers were up-graded to mechanics (car inspectors) December 18 and 19, 1952.

There is an agreement between the parties to the dispute governing the distribution of extra work, which is submitted herewith and identified as employes Exhibit A.

This dispute was processed on the property of the carrier—as provided for in the controlling agreement—up to the general manager, highest officer

Therefore, the carrier respectfully submits that your Honorable Board should deny the claim of the organization in this matter.

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 were given due notice of hearing thereon.

Because the regular force of car inspectors was insufficient to expeditiously perform the amount of work required on first trick at the Whiskey Island ore dock (Cleveland, Ohio) on Thursday and Friday, December 18 and 19, 1952, carrier assigned to that location a group of car repairmen helpers who were regularly assigned on first trick at the Holton Street Car Shop. The latter shop is in the same seniority district as Whiskey Island. All of these helpers were demoted mechanics, their off-duty days being Saturday and Sunday. Four of these employes were assigned to Whiskey Island on first trick on December 18 and three on December 19. They were paid the car inspector (mechanic) rate for service performed on these days.

Claimant was regularly assigned as first trick car inspector at Whiskey Island, with scheduled rest days of Thursday and Friday. Organization contends the above-described assignment of step-rated helpers was in violation of the agreement, that claimant should have been called out on his rest days to perform the work in question, and that he should therefore be compensated at punitive rate for said days.

We are unable to find any violation of the agreement in this matter. Carrier established new temporary positions at Whiskey Island for the period in question. There were no lower classification employes on first trick at that location who could have been assigned to fill the resulting vacancies in accordance with Regulation 2-A-4 of the agreement. Said agreement does not require advertisement of positions of less than thirty days duration. The Holton Car Shop employes assigned to these vacancies were paid the car inspector rate, as we have seen, and were given this assignment in accordance with Regulation 5-F-1 (a). Finally, Regulation 4-C-2 (d) provides in part:

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

In our judgment, claimant is seeking to exercise such a demand right in this instance.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 7th day of February, 1955.