

Award No. 1957
Docket No. 1799
2-PRR-URRWA, CIO-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Glenn Donaldson when the award was rendered.

PARTIES TO DISPUTE:

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

THE PENNSYLVANIA RAILROAD COMPANY

EMPLOYES' STATEMENT OF CLAIM:

1. That under the controlling agreement the Carrier unjustly deprived Ashman, R. R. Hainsey of the applicable Power House rate of grade D, eight hours each day beginning November 30, 1953 and all subsequent days thereafter, rest days excluded.

2. That accordingly, the Carrier be ordered to additionally compensate this employe at the difference between the ashman rate received and the applicable grade D rate for all hours worked, as heretofore stated in paragraph one hereof.

3. That the Carrier be ordered to bulletin said position and fill it consistent with the terms of the current agreement.

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

At South Altoona Foundries, Altoona Works, the Pennsylvania Railroad Company, hereinafter referred to as the carrier, employs a force of power house employes.

R. R. Hainsey hereinafter referred to as the claimant, is employed at the power house of the South Altoona Foundries as an ashman.

On November 30, 1953, and subsequent thereto, G. S. Powell, Power Director, C. D. Hess, power director, and E. A. Ellenberger, stationary engineer, employes of the power plant, were intermittently assigned on the Dearborn Chemical Water Treating equipment, for the purpose of making chemical analysis and tests of water to control its quality for stationary boiler use.

The duties in dispute are those properly accruing to grade D, under the controlling agreement governing power house employes.

to a stationary engineer (steam) Grade A was entirely proper; that such action did not violate the applicable agreement; and that the claimant is not entitled to the compensation which he claims.

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 employees 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.

The claim as progressed upon the property concerned simply the making of chemical analysis and tests of water to control its quality for stationary boiler use. It appears that to conduct these tests takes approximately one hour per day and the work is done by an assigned Stationary Engineer, a Grade A position, along with his other duties. The subsequent charging of the mixing tank with chemicals is performed on two days of the week, requiring four hours per operation. This work is performed by the first trick ashman, the equivalent of a plant laborer. The equipment currently used in treating the water was a replacement of an earlier model.

The Organization seeks the bulletining of a new position stating that such was done at another point on the carrier's system. The carrier, however, showed that there were material differences in the equipment involved at the two points. The Organization further contends that such duties under the Graded Working Classification are Grade D work and belong to the water tender position. This classification system reads, in part, as follows:

GRADED WORK CLASSIFICATION	EXPLANATION
Operating water treating plants in power plants consuming 20,000 tons or more of coal per year. D-Grade	Men qualifed and assigned to make chemical analysis and test of water, to control its quality for stationary boiler use, in the following plants: * * *.

Claimant is an ashman and the submission does not show that he is qualified to perform the work of water tender, or the testing work in question. The theory of the claimant appears to be that if a new job of water testing was set up to handle this work, he, as an ashman, would have the opportunity of filling it, but this again does not appear to follow necessarily from the facts appearing in the record.

If the Organization contends that the Rate Schedule and Graded Work Classification with its job descriptions constitutes the vesting of job duties exclusively in the occupant of the listed positions, we cannot agree with its contention. It does not have the effect of a scope rule such as defines the work of a Craft. Job classification systems, such as this, are simply a means of determining proper compensation for described duties and their function is to bring the pay of positions into some orderly relationship with one another, depending upon a number of factors. For example, if an ashman were used for a greater portion of his time testing water, he would be entitled to the pay of the position to which such work is related. But, to stretch the intended purpose of the plan to the use here proposed, is unwarranted and does not find support in the Agreement.

We find nothing in the Agreement which precludes the assignment of Grade D work to the Grade A Stationary Engineer. Regulation 1-A-2 relates solely to job classification for pay purposes. Regulation 2-A-1 does not require the carrier to create a new position but merely sets forth the procedures applicable after one is created or becomes vacant. Regulation 2-A-3 (b) 1 does not apply as "the installation of basically improved type of machinery" did not in this case necessitate the creation of a new position such as is dealt with in that rule.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of June, 1955.