

Award No. 2025  
Docket No. 1948-I  
2-P&LE LE&E-I-'55

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

---

**PARTIES TO DISPUTE:**

**C. A. MASTANDREA, Machinist**

**THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY**

**THE LAKE ERIE AND EASTERN RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEE:** (1) That at McKees Rocks, Pennsylvania, the carrier deprived this machinist of his seniority rights and caused him to lose time by purporting to effect a merger effective June 1, 1949, between the Back Shop District and Roster and the Roundhouse District and Roster, being two separate points at McKees Rocks, all in violation of Rule 31, Exhibit A;

(2) That the carrier failed to honor time claims filed by the claimant following furloughs, which furloughs were brought about by the purported merger agreement.

**EMPLOYEE'S STATEMENT OF FACTS:** Two separate districts and rosters have been in existence and maintained since March 1, 1926, covering the entire period that locomotive department shop craft forces and laborers at McKees Rocks have been represented by System Federation 103, A. F. of L., these districts and rosters being designated as:

- "A. Back Shop District and Roster (includes all employes in the above Crafts and Classes, working in the Locomotive Back Shop and those regularly assigned to Locomotive Repairs in Roundhouse No. 1) and
- B. Roundhouse District and Roster (includes all employes in the above Crafts and Classes working regularly in Roundhouse No. 2 and any of such forces working on Locomotive Repairs in Roundhouse No. 1, when the use of this facility was required.)"

All employes in the above classifications in the locomotive departments located at McKees Rocks were shown on either of the above defined two rosters separated by class and craft and listed on such rosters in seniority order, based on the date of service as established by rules and agreements.

On February 17, 1949, the carrier and System Federation 103, A. F. of L., purported to enter into an agreement, which provided for the merging of these rosters. This purported agreement provided for the dovetailing and consolidation of the two separate districts and rosters into one district and

1. The claims were not handled on the property in accordance with the time limits of the agreement.
2. The claims were not progressed with the various officers of the carrier in accordance with the agreement.
3. Carrier has shown this case is improperly before your Board.
4. Claimant Mastandrea was furloughed in accordance with his seniority standing on the consolidated roster.
5. The validity of the agreement was upheld by the Court of Common Pleas of Allegheny County, Pennsylvania.
6. There was no rule of the agreement violated.
7. The contracting parties are in accord that there was no violation of the agreement as evidenced by letter dated July 29, 1955 addressed to Director of Personnel R. E. Black by Mr. J. W. Penisch, President of the International Association Machinists, District No. 84, photostatic copy of which is submitted herewith, made a part hereof and identified as carrier's Exhibit No. 6.

**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.

The record in the instant dispute reveals that pay claims are made for time lost due to the claimant being furloughed. It is the claimant's position that these furloughs were improper because of a consolidation of rosters at McKees Rocks, Pennsylvania.

The statutory representatives of the employes and the carrier negotiated an agreement covering the consolidation of the rosters of the roundhouse and locomotive shop at McKees Rocks, Pennsylvania.

The duly accredited representatives of the parties to the controlling agreement have the power to negotiate agreements or memorandums of agreement so long as they apply to the craft and class alike and do not discriminate or deprive individuals of their original seniority date.

The record reveals that the claimant was given his original seniority date, which date is the date he entered the service of the carrier in his class and craft and there is no showing of discrimination against the claimant since all of the employes at McKees Rocks were accorded the same treatment.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 8th day of December, 1955.