

SPECIAL BOARD OF ADJUSTMENT NO. 374

Brotherhood of Railway and Steamship Clerks, Freight Handlers,
Express and Station Employees

and

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: System Docket No. 417 - Pittsburgh Region Case No. 792 & 793

"Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, particularly Rule 3-C-2, when it abolished Rest Room Attendant positions Symbol Nos. EE-6007, 6008, 6006 and Relief Position No. 11, rate of pay \$16.36 a day, and Janitor positions Symbol Nos. EE-6005, 6002 and Relief Position No. 8, rate of pay \$16.30 a day, all located at the Enginehouse, East Altoona, Pennsylvania, Pittsburgh Region, effective March 2, 1958.

(b) The positions should be restored in order to terminate these claims and that R. W. Miller, W. J. Brania, A.A. Wyland, G.F. Troxell, D. Disabato, W.D. Calvert, F.C. Davis, and all other employees affected by the abolishment of these positions should be restored to their former status (including Vacations) and be compensated for any monetary loss sustained by working at a lesser rate of pay; be compensated for any loss sustained under Rule 4-A-1 and Rule 4-C-1; be compensated in accordance with Rule 4-A-2 (a) and (b) for work performed on Holidays, or for Holiday pay lost, or on the rest days of their former positions; be compensated in accordance with Rule 4-A-3 if their working days were reduced below the guarantee provided in this rule; be compensated in accordance with Rule 4-A-6 for all work performed in between the tour of duty of their former positions; be reimbursed for all expenses sustained in accordance with Rule 4-G-1 (b); that the total monetary loss sustained, including expenses, under this claim be ascertained jointly by the parties at time of settlement. (Award 7287) (Docket 417)"

FINDINGS:

Carrier's original submission here contains the following statement of fact:

"At various locations on the Carrier's System so-called rest house facilities have been available over the years for the optional use of its engine and train service employees either at nominal expenses or at no expense to themselves. Such facilities were made available, either entirely at the instance of Management or in cooperation with the Engine and Train Service Organizations, for a number of reasons, namely: (1) there were no decent facilities

in close proximity to the point where crews were required to report. (2) the facilities that were available were unnecessarily expensive. (3) no facilities available at all in small outlying points; and (4) as was frequently the case during the war, the demand for such facilities was greater than the supply. x x x Such facilities range from the so-called bunk rooms in enginehouse to special arrangements with hotels, boarding houses, private residence, YMCAs or modern rest house facilities operated by non-railroad employees or private companies. x x x The service performed in connection therewith is performed by employees of the Carrier not covered by the Clerks' Agreement, by clerical employees on a part-time basis, by YMCA employees, and by individuals or employees of private companies to whom a contract is let. x x x

Through the years the Carrier has, at its option, closed certain of its bunk-room facilities, cancelled verbal or formal agreements with non-railroad employees or companies made similar arrangements with other non-railroad employees or companies in lieu thereof, arranged for the building of new facilities or arranged for their complete or partial operation by non-railroad employees and private companies through contract. x x"

It is abundantly clear that the work involved in this claim has been and is being, performed by many crafts and by non-railroad employees. It is exclusive to none.

With reference to Carrier's relationship to the Manor Realty Company, we agree with Award 4945 (Edward F. Carter) that "the fact that the capital stock of one might be owned by the other in no manner gives the one any property rights in the other."

We also hold with that Award that the Scope Rule here provides that "employees within (this) Agreement shall perform all such work that the Carrier has available. The maintenance work of the Ocean Steamship Company is available to the employees of the Carrier only to the extent that the Agreement between the Carrier and the Ocean Steamship Company provides. x x x"

In Award 7961 the Carrier there had the responsibility of maintaining the building in question. Also the Carrier there involved had a return on its investment in the form of rentals. Not so here.

We think Award 7784, in addition to those already quoted, is applicable here.

AWARD:

Claim denied.

Signed this 12th day of December, 1961.

/s/ Edward A. Lynch
E. A. Lynch, Chairman

/s/ A. E. Myles
A. E. Myles, Carrier Member

/s/ A. B. Seward
A. B. Seward, Employee Member