

Award No. 2422

Docket No. 2236

2-PRR-MA-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 152, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Machinists)**

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier unjustly denied Machinist L. E. Shope the right to work on July 20, 1954.

2. That accordingly the Carrier be ordered to compensate this employe for eight (8) hours at the pro rata rate for time lost on July 20, 1954.

EMPLOYEES' STATEMENT OF FACTS: L. E. Shope, hereinafter referred to as the claimant, is employed by the Pennsylvania Railroad Company, hereinafter referred to as the carrier, as a machinist in the Juniata locomotive shop at Altoona, Pennsylvania.

Claimant was on vacation from July 6, 1954 to July 19, 1954, inclusive. Claimant reported for service, following his vacation, at 3:30 P. M. on July 20, 1954. Claimant was advised that he had been displaced by A. E. Lewis, who in the exercise of his seniority had taken over claimant's Job No. 144-A, second trick in the E & M Machine Department at 3:30 P. M. on July 20, 1954.

The claimant, in accordance with the procedure for exercising seniority, went to the personnel office and exercised his seniority on Job No. 600-A held by a junior employe, G. R. Bonsell. Claimant, however, was denied the right to work on July 20, 1954, thereby losing a day's pay. Claimant was permitted to take over Job No. 600-A at 3:30 P. M. on July 21, 1954.

This dispute has been handled with the carrier up to and including the highest officer so designated by the company, with the result that he has declined to adjust it, as per works' manager, C. I. Clugh's letter dated December 29, 1954.

The agreement effective April 1, 1952, as it has been subsequently amended, is controlling.

grant the claim of the organization in this case would require the Board to disregard the agreement between the parties, hereinbefore referred to; and impose upon the carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to the applicable agreement. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The carrier has established that the applicable agreement has not been violated in the instant case 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 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.

Disposition of this claim is governed by our Award No. 2418 (Docket 2232).

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 29th day of March 1957.