

Award No. 2511

Docket No. 2335

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 EMPLOYES'
DEPARTMENT, A. F. of L. (Machinists)**

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the current Agreement, the Carrier violated the Agreement by assigning Boilermaker and Boilermaker Helper to removing and replacing pantograph hatch on Electric Locomotive 4719, on September 16, 1954, and all subsequent dates when Boilermakers performed Machinists' work.

2. That accordingly the Carrier be ordered to compensate W. S. Paden, Machinist, and R. L. Holley, Machinist Helper for eight (8) hours' pay, Thursday, September 16, 1954, and all subsequent dates that Boilermakers perform Machinists' work.

EMPLOYEES' STATEMENT OF FACTS: Machinist W. S. Paden, and Machinist Helper R. L. Holley, hereinafter referred to as the claimants, are employed by the Pennsylvania Railroad Company, hereinafter referred to as the carrier, at Enola, Pennsylvania. At the time of this claim it was considered a point on the Philadelphia Division which later was changed to the Philadelphia Region, effective November 1, 1955.

From the time that electric locomotive first came on the railroad, the monthly inspection work was done at Wilmington, Delaware shops, until sometime during the year 1940, when the P5a electric locomotives were assigned to Enola enginehouse for the monthly inspection work. Enola continued to do the monthly inspection work on them up until June, 1947, at which time they were again assigned to Wilmington shops for the monthly inspection work on the P5a electric locomotives.

On March 20, 1952, the general manager, Eastern Region, wrote to Mr. Joseph Besch, acting secretary-treasurer, System Federation No. 152, as follows:

"Effective March 17, 1952, 60 P5a Electric Locomotives, now receiving monthly inspection at Wilmington Shops, will be assigned to

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 conclusively shown that there has been no violation of the applicable agreement in the instant case and that the employees' claim is without merit.

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.

An agreement of April 5, 1933 assigned removal of pantographs to the machinist craft. The pantograph is attached to the pantograph hatch which can be removed intact to permit working upon the equipment beneath it. That was the reason for its removal in this case. Its removal for such purpose is identical to the removal of a side plate such as was involved in our Award No. 1790.

Since the agreement of April 5, 1933 does not specify pantograph hatches we feel bound to follow and apply our Award No. 1790. For the reasons there stated this claim is without merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 24th day of June, 1957.