

Award No. 2545

Docket No. 2293

2-PRR-MA-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Carl R. Schedler when the award was rendered.

PARTIES TO DISPUTE:

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

PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current Agreement the Carrier improperly assigned employes other than Machinists to dismantle, repair, and re-assemble roadway machinery and equipment in violation of the Graded Work Classification for Machinists in the Maintenance of Equipment Department, Logansport, Indiana, Shops.

2. That the Carrier be ordered to restore this work to the Machinists.

EMPLOYEES' STATEMENT OF FACTS: The machinists and their helpers, hereinafter referred to as the claimants, are shown on the carriers' Chicago Division, Logansport District, seniority roster as of January 1, 1954. A copy of above roster is submitted herewith and identified as Exhibit A.

The equipment involved is roadway equipment which is operated by the M. of W. Department and maintained by the M. of W. machine operators, equipment engineers, and M. of W. Equipment repairmen during the working or summer months.

In November 1953, or in other than the working or summer months, certain M. of W. Roadway equipment was forwarded to Logansport, Indiana, and M. of W. machine operators, M. of W. equipment engineers, and M. of W. repairmen, who were assigned to operate and maintain these machines in the field reported at Logansport, Indiana, and in a portion of the building which contains the regional storehouse, dismantled, reassembled and also made certain repairs to their machines. They were also used on the dismantling and re-assembling of other M. of W. machinery. A separate portion of this same building is set aside for the use of machinists in the repairing of M. of W. tools and equipment.

Because M. of W. machinery and equipment was being repaired by M. of W. employes at Logansport, Indiana, claim was made on behalf of

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 employes' 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 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 factual situation in this dispute is in all pertinent respects the same as in Docket No. 2256, except in the instant case the claim is broadened to include all machinists instead of specific machinists. For the reasons stated in Docket No. 2256, Award 2544, this claim will also be denied.

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 July, 1957.

DISSENT OF LABOR MEMBERS TO AWARDS NO. 2544 AND 2545.

The majority concedes that the instant work is included in the agreement between this carrier and System Federation No. 152, which reads in part under "Machinists Graded Work Classification," listed in under Grade C, "Repairs to plant, **Road Machinery and Equipment**," but when making the award ignored the provisions of said agreement. The agreement was made pursuant to the Railway Labor Act, Section 2 Seven of which requires:

"No carrier, its officers or agents, shall change the rates of pay, rules, or working conditions of its employes, as a class as embodied in agreement except in the manner prescribed in such agreements or in Section 6 of this Act."

Therefore the majority has erred in making the instant awards.

R. W. Blake
Charles E. Goodlin
T. E. Losey
Edward W. Wiesner
James B. Zink