

**Award No. 2928**

**Docket No. 2766**

**2-PRR-MA-'58**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee James P. Kiernan when the award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 152, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL-CIO (Machinists)**

**THE PENNSYLVANIA RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That under the controlling Agreement Machinist E. H. Guaraglia was unjustly dealt with when the Carrier denied him the Grade C rate of pay on May 3, 1956, while performing maintenance work on Carpenter Shop Grind-stone Motor.

2. That, accordingly, the Carrier be ordered to compensate Machinist E. H. Guaraglia at the Grade C rate of pay for all time worked on the Maintenance of the Carpenter Shop Grind-Stone Motor on May 3, 1956.

**EMPLOYEES' STATEMENT OF FACTS:** E. H. Guaraglia, hereinafter referred to as the claimant is employed by the Pennsylvania Railroad Company, hereinafter referred to as the carrier, at the Hoboken, N. J., Marine Shops, as a machinist in the machine shop, Hoboken Marine Yard.

On May 3, 1956, the claimant was assigned the duties to repair the grind-stone motor, which is used in the carpenter shop. The work consisted of removing the armature and bearings, after which it was taken to the machine shop, where a machinist working on a lathe manufactured two bearings. Upon completion of the bearings on the lathe, the claimant cut oil ring slots in the bearings in order to keep the bearings from turning.

A grievance was filed by the claimant himself with the foreman wherein the claimant requested payment of the Grade C rate of pay for performing the maintenance work on the grind-stone motor. The foreman denied the claim and the claimant wrote the superintendent of floating equipment on May 21, 1956, appealing the decision of the foreman. Under date of June 18, 1956 the superintendent of floating equipment denied, in writing the claim contained in claimant's letter of May 21, 1956, after which it was turned over to the local chairman for further handling.

In summary, the carrier has established that aside from the fact that the claim as filed is not a "dispute" over which your Honorable Board has jurisdiction within the meaning and intent of Section 3, First, subsection (i) of the Railway Labor Act, the claim in this case is not supported by the applicable agreement.

**III. Under The Railway Labor Act, The National Railroad Adjustment Board, Second Division, Is Required To Give Effect To The Said Agreement And To Decide The Present Dispute In Accordance Therewith.**

It is respectfully submitted that the National Railroad Adjustment Board, Second Division, is required by the Railway Labor Act to give effect to the said agreement, which constitutes the applicable agreement between the parties, and to decide the present dispute in accordance therewith.

The Railway Labor Act, in Section 3, First, subsection (i), confers upon the National Railroad Adjustment Board the power to hear and determine disputes growing out of "grievances or out of the interpretation or application of agreements concerning rates of pay, rules or working conditions". The National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the agreement between the parties to it. To grant the claim of the employes in this case would require the Board to disregard the agreement between the parties 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 shown that the work performed by the claimant which is complained of here, is not subject to Grade C of the graded work classification covering machinists, 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 employes 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.

Claimant, under date of May 3, 1956, cut oil slots in two bearings with the use of a hack saw; then drilled a hole in each bearing on a drill press, for the insertion of a stop pin in order to keep the bearings from turning in the frame. The bearings were from a grindstone used in the Carpenter Shop.

Grade C Machinist-Work Classification is described: Repairs to plant, road machinery and equipment. Claimant herein was performing machinists work—making repairs to machinery and equipment, and specified as Grade "C".

## AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of July, 1958.

**DISSENT OF CARRIER MEMBERS TO AWARD NO. 2928**

In holding that the Grade "C" rate applied to the work performed by Claimant in this docket, the majority has erroneously applied the phrase "repairs to plant, road machinery and equipment" in the Grade "C" classification, without taking into account the other provisions of the rule, especially the "Explanation", the other provisions of the Graded Work Classification, or the nature of the work performed by this Claimant.

The payment of "C" Grade rate is specifically confined by the agreement, as shown in the "Explanation", to men of high-grade skill, qualified and assigned to do all around work on miscellaneous repairs to tools, machinery and equipment. The literal language of the rule and the practice reflected in the record are both contrary to the unwarranted and unexplained assumption that the Grade "C" rate was payable here.

Further, the findings are factually erroneous in that they state that the bearings on which claimant worked "were from a grindstone used in the Carpenter Shop." Claimant did nothing more than carry out two simple steps in the manufacture of a new bearing which had been turned out on a lathe by a Grade "E" machinist for whom no claim is made. The mere completion of a manufacturing job properly done at Grade "E" rate cannot properly be said to require Grade "C" rate, especially when the work was of a nature which was specifically covered by items in the Grade "E" or Helpers Graded Work Classification.

The application of the Grade "C" rate to the work performed in this case represents a misapplication of the regulations.

/s/ J. A. Anderson

/s/ E. H. Fitcher

/s/ D. H. Hicks

/s/ R. P. Johnson

/s/ M. E. Somerlott