

Award No. 2930

Docket No. 2768

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.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 152, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO**

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the controlling Agreement Machinist George Stubbs was unjustly dealt with when the Carrier denied him the C Grade rate of pay on April 24, 1956, while working on maintenance repair work on the motor from the Boiler Shop rollers.

2. That, accordingly, the Carrier be ordered to compensate Machinist George Stubbs at the C Grade rate of pay for all time worked on the maintenance of the motor from the Boiler Shop rollers on April 24, 1956.

EMPLOYES' STATEMENT OF FACTS: George Stubbs, hereinafter referred to as the claimant, is employed by the Pennsylvania Railroad Company, hereinafter referred to as the carrier, at Hoboken, N. J. Marine Shops, as a machinist in the Hoboken Shops, machine shops.

On April 24, 1956, the claimant was assigned the duties to repair the motor from the rollers in the boiler shop. The work involved consisted of installing two (2) bearings and assembling the motor.

A grievance was filed by the local chairman on behalf of the claimant to the foreman of the machine shop on May 16, 1956, wherein a request was made to have the claimant compensated at the C Grade rate of pay for all time worked while performing the repair work on the motor. The foreman denied the claim on May 17, 1956, and on May 30, 1956, the local chairman wrote the superintendent of floating equipment requesting the payment of C Grade rate of pay for the claimant while performing the work on the motor. The superintendent of floating equipment denied the claim by letter dated June 18, 1956; after which the local chairman requested a joint submission be formulated for the case. It was then handled by the general chairman with the manager of labor relations and denied.

it is clear that the claimant did not perform any work on the date involved which fell within the C Grade of the graded work classification.

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 employees 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 employees 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 employee or employees involved in this dispute are respectively carrier and employee 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 of said dispute were given due notice of hearing thereon.

The Joint Statement of agreed upon facts, a part of the record reads, "George Stubbs, Machinist, was assigned to work on the motor from the Boiler Shop rollers, on April 24, 1956. The work involved consisted of in-

stalling two (2) bearings and assembled motor. Time consumed approximately three (3) hours and was done in the machine shop under the supervision of the Machine Shop Gang Foreman.

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. 2930

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 rates 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 docket are both contrary to the unwarranted and unexplained assumption that the Grade "C" rate was payable here.

Claimant in this case was given the work of applying two bearings and reassembling a motor which had already been repaired elsewhere. The work he performed was of a type which in fact is similar to work described in the Machinist Helpers' Graded Work Classification and could have been done at the lower helper's rate rather than the Grade "E" rate which he received. There is no proper basis in the agreement for applying the Grade "C" rate to this particular work.

/s/ J. A. Anderson

/s/ E. H. Fitcher

/s/ D. H. Hicks

/s/ R. P. Johnson

/s/ M. E. Somerlott