

Award No. 1774
Docket No. 1715
2-PRR-URRWA-CIO-'54

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

UNITED RAILROAD WORKERS OF AMERICA, C. I. O.

**THE PENNSYLVANIA RAILROAD COMPANY—
Western Region**

DISPUTE: CLAIM OF EMPLOYEES: It is respectfully submitted that within the meaning of the Controlling Agreement, the Pennsylvania Railroad Company is without authority to place the name of J. A. Bulen on the Carmen's roster at Columbus, Ohio, Yards "A" & "B".

Therefore, the Union claims, on behalf of the Employee, the name of J. A. Bulen, under date of March 12, 1951, should be removed from the roster and the provisions of the effective Agreement be applied.

EMPLOYEES' STATEMENT OF FACTS: There is an agreement between the parties hereto, dated July 1, 1949, and subsequent amendments, copy of which is on file with the Board and is, by reference hereto, made a part of this statement of facts.

At Columbus, Ohio, Columbus Division, Western Region, the Pennsylvania Railroad Company, hereinafter referred to as the carrier, employes a force of carmen and carmen helpers.

The United Railroad Workers of America-CIO, representing the above-mentioned craft and classes, will hereinafter be referred to as the union.

J. A. Bulen entered service of the Pennsylvania Railroad, Maintenance of Equipment Department, Columbus, Ohio, as a laborer, at St. Clair enginehouse, seniority district No. 2, on November 11, 1941. Only July 29, 1942, Bulen was awarded position of machinist helper and continued in that capacity until November 7, 1942, at which time he was drafted into U.S. Military Service. On December 1, 1945, Bulen returned to railroad service as a machinist, St. Clair enginehouse, and by virtue of his military service, was given seniority as a mechanic in the machinist craft, seniority district No. 2, as of December 13, 1943.

Bulen continued service in the machinist craft until June 21, 1949, at which time, because of a reduction in forces, he exercised his seniority to position of coach cleaner, Spruce St. car shop, seniority district No. 2, Columbus, Ohio. On December 1, 1949, Bulen was awarded machinist helper

Award No. 1468, Referee Carter:

“ * * * Any extension of the scope of the application of the differential must come from negotiation and not by an interpretation which could only have the effect of revising the agreement, a function this Board does not possess.”

Award No. 1481, Referee Carter:

“ * * * There must be an agreement with reference to the work before this Board has jurisdiction to act, this Board being solely an interpreting agency under the law creating it. See Award 4452, 4768 Third Division.

The dispute is only for negotiation between the parties concerned and, in case of failure, the National Mediation Board and not this Board constitutes the forum for its final settlement.”

The carrier asserts, therefore, that the applicable agreement cannot be changed or revised by the unilateral action of one of the parties thereto nor by an award of your Honorable Board.

IV. Under the Railway Labor Act, the National Railroad Adjustment Board, Second Division, is Required to Give Effect to 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 interpretations 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 hereto and impose upon the carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take any such action.

The carrier has shown that under the specific terms of agreement it was required to show the name, seniority and relative standing of the individual here involved and, therefore, the removal of said name from the Columbus division seniority district No. 2 roster, carman craft, as requested by the organization would be contrary to the terms of the agreement.

Therefore, the carrier respectfully submits that your Honorable Board should deny the instant claim.

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.

After careful consideration of all the facts before us, the Division finds that the request for a removal of Bulen's name from the Carmen's seniority roster does not warrant a sustaining award.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 27th day of May, 1954.