

Award No. 2638
Docket No. 2565-I
2-PRR-I-'57

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

CLARENCE E. STIFFLER

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEE: Claim of Furloughed Car Repairman Welder Stiffler, employed at Altoona Car Shops of Pennsylvania Railroad from June 20, 1923 to October 22, 1943, that he was illegally furloughed, and unjustly denied employment since October 22, 1943. Claimant asks for reinstatement with seniority and other rights unimpaired and properly reimbursed for lost time since October 22, 1943.

EMPLOYEES' STATEMENT OF FACTS: All of claimant's service with carrier was at Altoona Shops, Altoona, Pennsylvania. All facts substantiated by diaries kept by claimant, 1923 to 1956 plus letters and other exhibits.

June 20, 1923 claimant employed as store attendant at Altoona Car Shops by Mr. A. B. Corbin who had known claimant his entire life. Claimant had a perfect record for three years under Mr. Corbin, Mr. Manley, Mr. W. W. Shugarts and Mr. Homer.

June, 1926 claimant offered job in freight car shop under Foreman Decker who arranged for his immediate transfer, carrying all seniority rights with him. Claimant trained in all types of oxy-acetylene welding by welding experts, Messrs. W. J. Rutherford; S. F. White; R. H. Grove; and Guy Hostetter. Mr. Hostetter also trained claimant in arc-welding. This training covered one year until June, 1927.

June, 1927 claimant sent to door shop to perform welding and clean and adjust cutting torches for 30 acetylene cutters working on freight car work. Claimant worked under Supervisors Decker, Morrow, Dorman, French and Beaver and was considered a very satisfactory employee.

October, 1928 claimant moved to passenger car shop to perform welding under Foreman A. U. Kerns, Gang Foreman Richards and Hengstler. Claimant's work was again satisfactory. Mr. Hengstler and Mr. Kerns commended claimant for his neat workmanship on office cars built at that time.

1929 to 1934 claimant worked at freight, steel and tank shops as needed by the various supervisors, Messrs. Thompson, Cole and Hinton. Work con-

parties to this dispute. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The carrier has shown that Claimant Stiffler was passed from the active service of the carrier on October 23, 1943, in accordance with the specific requirements of the applicable agreement; that subsequently he was dropped from the carrier's service in accordance with the explicit provisions of the applicable agreement; that no provision of this agreement was violated by the carrier; that the claimant failed completely to meet the applicable appeal requirements of the said agreement; and that Claimant Stiffler is not entitled to whatever relief it is that he claims.

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

The parties to said dispute were given due notice of hearing thereon.

The record shows that the carrier and the statutory representative of the craft and class in which claimant asserts rights entered into an agreement, effective February 15, 1956, establishing a system board of adjustment in accordance with the provisions of Section 3, Second, of the Railway Labor Act. Since petitioner's ex parte notice is dated subsequent to said agreement the Second Division does not have jurisdiction.

AWARD

Claim dismissed per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 10th day of October, 1957.