

Award No. 2929

Docket No. 2767

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 EMPLOYEES'
DEPARTMENT, AFL-CIO (Machinists)**

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the controlling Agreement Machinist Earl Dunbar was unjustly dealt with when the Carrier denied him the Grade C rate of pay on April 20, 1956 while doing maintenance repair work on motor from the rollers in the Boiler Shop.

2. That, accordingly, the Carrier be ordered to compensate Machinist Earl Dunbar at the Grade C rate of pay for all time worked on the maintenance of the motor from the Boiler Shop on April 20, 1956.

EMPLOYEES' STATEMENT OF FACTS: Earl Dunbar, 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 Hoboken Shops, machine shop.

On April 20, 1956 the claimant was assigned the duties to repair the motor from the rollers in the boiler shop. The work consisted of removing end bearing housings and driving the bushings out.

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 repair work on the motor. The foreman denied the claim on May 21, 1956, and on May 24, 1956 the claimant wrote the superintendent of floating equipment appealing his case to the superintendent. Under date of June 18, 1956 the superintendent denied in writing the claim contained in claimant's letter of May 24; after which it was turned over to the local chairman for further handling.

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 employe or employees 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 Joint Statement of agreed upon facts reads:

"Earl Dunbar, machinist, was assigned to work on the motor from the boiler shop rollers on April 20, 1956. The work involved consisted of removing end bearing housings and driving bushings out. Time consumed approximately 2¼ 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. 2929

In holding that the Grade "C" rate applied to the work performed by Claimant in this docket, the majority has 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 record are both contrary to the unwarranted and unexplained assumption that the Grade "C" rate was payable here.

The Claimant was a Grade "E" machinist who was merely given a piece of work to do, the job consisting of dismantling a portion of an electric motor which was to be repaired elsewhere. Such work cannot properly be considered Grade "C" in the light of the "Explanation" referred to above, and in fact was work requiring similar or less skill than that described as payable at the machinist helpers' rate in the Graded Work Classification. 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