

Award No. 4138
Docket No. 4118
2-PRR-MA-'63

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Harvey Daly when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 152, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Machinists)**

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the provisions of the controlling Agreement when it assigned Carpenters and Carpenter Welders to assemble and install the conveyor system in the Samuel Rea Air Brake Shop thereby denying E. L. Decker, furloughed machinist, the right to work from May 3, 1960 to May 23, 1960, and P. J. Stetter, furloughed machinist, the right to work from May 3, 1960 to July 25, 1960.

2. That accordingly, the Carrier be ordered to compensate Machinist E. L. Decker the Grade "C" pro rata rate from May 3, 1960 to May 23, 1960. P. J. Stetter, Machinist, the Grade "C" pro rata rate of pay from May 3, 1960 to July 25, 1960.

EMPLOYEES' STATEMENT OF FACTS: Machinists E. L. Decker and P. J. Stetter, hereinafter referred to as the claimants have been employed by the Pennsylvania Railroad Company, hereinafter referred to as the carrier, at the Samuel Rea Shop, Hollidaysburg, Pa., which is a part of the company's heavy repair shops.

Claimant Decker was first employed by the carrier on April 8, 1941, and has standing on the machinist roster from March 26, 1947. He was furloughed on account of reduction in force on April 11, 1960, recalled as a machinist helper on May 24, 1960, and furloughed again on July 5, 1960.

Claimant Stetter was first employed by the carrier on August 18, 1947, and has standing on the machinist roster from June 14, 1948. He was furloughed on account of reduction in force on April 11, 1960.

On April 5, 6, 7, 8, 25, 26, 27, 28, 29, and May 2, 1960, the carpenters were working on installing overhead beams and stiffeners in order to install

said agreement, which constitutes the applicable agreement between this carrier and the Railway Employees' Department, A. F. of L.—C. I. O., 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 organization in this case would require the Board to disregard the agreement between the parties, hereinbefore referred to, and imposed 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 conclusively shown that there has been no violation of the applicable agreement in the instant case and that the employees' claim is without merit.

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

Parties to said dispute were given due notice of hearing thereon.

The Claimants, Machinists E. L. Decker and P. J. Stetter, in the Carrier's employ since April 8, 1941 and August 18, 1947 respectively, both worked at the Carrier's Samuel Rea Air Brake Shop, Hollidaysburg, Pennsylvania.

On April 11, 1960, Claimant Decker was furloughed on account of a reduction in force; on May 24, 1960, he was recalled as a machinist's helper and on July 5, 1960 he was furloughed from that position. Claimant Stetter was furloughed from his position on April 11, 1960 on account of a reduction in force.

From April 1, 1960 through July 25, 1960 an overhead, motor driven, monorail conveyor system was installed in the Samuel Rea Air Brake Shop with the work being assigned to Carpenters and Carpenter Welders of the Carman Craft.

As the Carrier's and Organization's contentions have been stated, *supra*, we do not believe it is necessary to restate them. We believe that this case rises or falls on the answers to the following questions:

1. Is the Graded Work Classification Provision in the April 1, 1952 Agreement—in fact—a Scope Rule?
2. Did the Organization prove that the work in question is reserved solely to the machinists?
3. Did the Carrier violate any rule of the April 1, 1952 Agreement?

After an exhaustive and objective analysis of the record this Board is compelled to answer No to all of the above questions. The Graded Work Classification provision is, in our opinion, simply an orderly and systematic method for classifying positions and for determining the proper compensation for each position or classification. It does not, in anyway whatsoever, define the job duties of a particular craft.

Our answer to question "2" is predicated on the fact that the Organization's testimony and exhibits failed to establish that the work in question was reserved solely to the machinists. In the absence of such proof—managerial judgments and prerogatives must be given their proper consideration.

As the Organization failed to cite any specific rule the Carrier violated, and as we could not find any violation of the controlling Agreement—we were compelled to answer "No" to the 3rd question.

Accordingly, the Board rules the claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February, 1963.