

Award No. 4365

Docket No. 4317

2-PRR-MA-'63

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Joseph M. McDonald when 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. On October 16, 1960, Machinist T. J. Mueller, Rose Lake Enginehouse, was taken off his regular assigned position which was that of Diesel Machinist to perform work on Car Shop machinery namely Krane Kar.

2. On October 18, 1960, Machinist T. J. Mueller, Rose Lake Enginehouse, was taken off his regular assigned position, which was that of Diesel Machinist to perform helpers work on engine 9185.

3. That the Carrier be ordered to compensate Machinist T. J. Mueller, an additional three (3) hours pay at Grade "E" rate for each day—October 16 and 18, 1960.

EMPLOYEES' STATEMENT OF FACTS: Machinist T. J. Mueller, hereinafter referred to as the claimant is employed by the Pennsylvania Railroad Company, hereinafter referred to as the carrier, at Rose Lake enginehouse, East St. Louis, Illinois, which is on the southwestern region of the carrier.

On Sunday, October 16, 1960, the claimant was taken off his regularly assigned machinist position at the enginehouse and assigned to repair the Krane Kar in the car shop.

On Tuesday, October 18, 1960, claimant was taken off his regularly assigned machinist position and assigned to perform machinist helpers work which consisted of oiling and packing suspension bearings and journal bearings.

Under date of October 20, 1960, claimant filed a claim with Mr. D. F. Murphy, acting enginehouse foreman, for October 16, 1960. Also on the same date another claim was filed by claimant with Mr. D. F. Murphy, acting enginehouse foreman, for October 18, 1960.

Second Division, is required by the Railway Labor Act to give effect to the said agreements, which constitute the applicable Agreements 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 them. To grant the claim of the employees 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.

CONCLUSION

The carrier has established that claimant is not entitled to the compensation requested under Rule 2-A-1(e) when he repaired the Krane Kar or packed and oiled suspension bearings on journal boxes the dates in question and his claim should be denied.

Therefore, the carrier respectfully submits that your Honorable Board deny, if not dismiss, 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.

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

Claimant is a Machinist at the Carrier's Rose Lake Enginehouse and contends that he was taken off his regular assignment of Diesel Machinist to perform work on a Krane Kar on October 16, 1960; and also that he was taken off his regular assignment to perform helper's work on October 18, 1960; and that on neither occasion was he properly compensated under Rule 2-A-1(e) of the Controlling Agreement.

The paragraph of the Rule with which we are concerned reads as follows:

"Except as provided in Transport Workers Regulation 2-A-4 (Rule 2-A-5 for System Federation), an employe moved from one position to another on the same shift, at the instance of Management, will receive an additional three (3) hours' pay at the straight time rate of the regular assignment he holds for each day he is required to work on another position."

It is the Carrier's contention that the presence of work of the craft, to be performed at another location, does not constitute the existence of another position, and that the work here involved was only incidental to the major duties which Claimant performed in his regular assignment.

We agree with the Carrier as to the work performed on October 18, 1960. We do not feel that assignment comes within the operation of Rule 2-A-1(e), but the record discloses that the work performed on Krane Kars was the work of "another" position to which Claimant was assigned on October 16, 1960 within the meaning of the Rule in question, and he is entitled to the additional compensation called for on that date.

AWARD

Claim 1 is sustained.

Claim 2 is denied.

Claim 3 sustained for October 16, 1960 and denied for October 18, 1960.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 20th day of December, 1963.