

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee, Brotherhood of Railroad Signalmen of America, on the Pennsylvania Railroad:

(A) Claim that the Carrier violated and continues to violate Article 8, Section 10 of the current agreement when it failed to provide proper headquarters for the T & S Employees located at Kokomo, Anderson, New Castle, Richmond, Winchester and Decatur, Ind., Eaton, Hamilton, Norwood Heights, Morrow, Loveland and Rendcomb Jct., Ohio.

(B) Claim that all T & S Employees affected by the above violation be paid in addition to their regular time made two hours and forty minutes at time and one half rate for each day starting ninety days prior to the date of this claim and continuing to the date the Carrier does provide proper headquarters at the above locations.

(C) Claim made in behalf of the following T & S Employees as they may be affected by the above.

F. A. Hodson	R. H. Lewis	H. M. Roland	J. R. Donovan
W. J. Quick	C. N. Hudson	R. C. Kirchner	M. E. Newcomer
R. T. Tarvin	H. L. Rickels	A. R. Morgan	H. M. Newcomer
W. G. Reuther	J. R. Helmick	E. E. Maham	A. D. Poe
J. S. Smith	W. Abner	J. T. Wallace	J. H. Dobbins
W. E. Bergen	F. L. Bath	Wm. Bath	S. Briggs and
		G. A. Black	L. J. Kerns

EMPLOYEES' STATEMENT OF FACTS: Under date of September 1, 1951, Local Chairman, L. J. Kerns presented the claim to Supervisor Telegraph and Signals, L. W. Hayhurst, as follows:

"I am presenting to you the following claim in behalf of the T & S Employees who are listed in part (C) of the following claim:

(A). Claim that the Carrier violated and continues to violate Article 8, Section 10 of the current agreement when it failed to provide proper headquarters for the T & S Employees located at Kokomo, Anderson, New Castle,

8, Section 8 when the Carrier "fails to install and maintain adequate set-offs and run ways for motor cars on territories where motor cars are used."

Thus, it will be seen that the 26 named Claimants here involved are attempting to secure, in addition to their regular compensation for service performed during their regularly assigned hours, penalty compensation covering all three claims which in the aggregate would amount to twelve hours pay per day for each of the named Claimants commencing on June 3, 1951. Thus, solely for the period covering the alleged violation of Article 2, Section 21 (f), i. e., June 3, 1951 to January 3, 1952, the Claimants are requesting that they be granted compensation for approximately 48,000 additional hours, amounting to approximately \$100,000 for work not performed and expenses not incurred. In addition, the Carrier desires to point out that this sum represents but only a very small fraction of the total amount of penalty compensation being sought by the 26 Claimants for the entire period covered by the claim. Obviously, this is a fantastic sum of money for an alleged violation of the Agreement, even with merit.

III. Under The Railway Labor Act, The National Railroad Adjustment Board, Third Division, Is Required To Give Effect To The Said Agreement And To Decide The Present Dispute In Accordance Therewith.

It is respectfully submitted that the National Railroad Adjustment Board, Third Division, is required by the Railway Labor Act to give effect to the applicable Agreement between the parties, and to decide the present dispute in accordance therewith.

The Railway Labor Act, in Section 3, First, (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 Employees in this case would require the Board to disregard the Agreement between the parties hereto and impose upon the Carrier conditions 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 there has been no violation of the applicable Agreement which would entitle the Claimants to recover the compensation claimed in this case.

Therefore, the Carrier respectfully submits that your Honorable Board should deny the claim of the Employees in this matter.

All data contained herein have been presented to the employees involved or to their duly authorized representatives.

(Exhibits not Reproduced.)

OPINION OF BOARD: It is agreed by the parties that the question at issue in SG-8418, as in SG-8416 and SG-8417, turns on whether the claim involved in this case is before us under Article 2, Section 21 (f) of the applicable Agreement, as alleged by Organization.

Article 2, Section 21 (f) reads as follows:

"(f) (Effective June 1, 1950) When a claim for money alleged to be due has been presented in accordance with the foregoing paragraph (e), and is not allowed, the employee presenting the claim and the Local Chairman (when the claim is presented by the Local

Chairman) shall be notified to this effect, in writing, within thirty (30) days from the date the claim was discussed with the Superintendent. When the employe or the Local Chairman (when the claim is presented by the Local Chairman) is not so notified, the claim shall be allowed." (Emphasis added.)

The parties to the dispute, their contentions and the rule at issue, are the same as in companion Docket SG-8416, this day decided by Award 7845, and said Award now is held to be controlling in this docket.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement has not been violated.

AWARD

Claims (A), (B) and (C) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 30th day of April, 1957.