

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Lee R. West, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**THE PENNSYLVANIA RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-4959) that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, particularly the Scope, Rules 3-A-1, and Rule 3-B-1 (a), when six clerks, one head clerk, and one chief clerk, with seniority on the Seniority Roster of the Accounting Department, were used to move file drawers on July 17, 1959.

(b) J. McGlaughlin, Jr., W. R. Sell, D. S. Stockman, and N. V. Newman, Building Attendants, with seniority in Seniority District No. 1 of the Secretary's Department, be paid equally to the extent of 39 hours and 30 minutes at the punitive rate of pay, with interest at the rate of one-half of one percent a month until adjusted.  
(Docket 820)

**EMPLOYES' STATEMENT OF FACTS:** This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as the representative of the class or craft of employees in which the Claimants in this case held positions and the Pennsylvania Railroad Company—hereinafter referred to as the Brotherhood and the Carrier, respectively.

There is in effect a Rules Agreement, effective May 1, 1942 except as amended, covering Clerical, Other Office, Station and Storehouse Employees between the Carrier and this Brotherhood which the Carrier has filed with the National Mediation Board in accordance with Section 5, Third (e), of the Railway Labor Act, and also with the National Railroad Adjustment Board. This Rules Agreement will be considered a part of this Statement of Facts. Various Rules thereof may be referred to herein from time to time without quoting in full.

The Carrier has an office building at 15 North 32nd Street, Philadelphia, Pa. called the General Office Annex. Various offices of the carrier are main-

In conclusion, the Carrier submits that your Board may not properly enter an award in this case sustaining a "penalty" claim or at the interest rate in view of the awards cited and under applicable Agreement which does not provide for such allowances.

**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 said Agreement 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 interpretations 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 Agreements between the parties thereto. To grant the claim of the Employees in this case would require the Board to disregard the Agreements between the parties and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to the Agreement. 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 in the instant case and that the Claimants are not entitled to the compensation which they claim.

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

(Exhibits not reproduced.)

**OPINION OF BOARD:** We are of the opinion that the agreement has not been violated.

The Organization here contends that Carrier has violated the Agreement by requiring Group 1 clerks to rearrange filing cases or drawers containing tariffs instead of requiring or allowing Group 2 building attendants to do so. The cases or drawers had been moved to a new location, along with furniture and equipment, by such Group 2 employees. Time required to effect the move involved in excess of 350 hours' work by such Group 2 employees. The rearranging of the files involved approximately 39 hours work by the Group 1 employees.

The Organization contends that this work of rearranging the files is a class of work "belonging" to Group 2 employees. However, no provision or past practice is cited to support this contention. Neither does the Organization cite any rule or award which would prevent the assignment of work to the Group 1 employees who were better qualified to know how the file should be rearranged by reason of their familiarity with such files. We therefore hold that the agreement has not been violated.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of **THIRD DIVISION**

**ATTEST:** S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 21st day of May 1964.