

Award No. 13950

Docket No. SG-13769

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pennsylvania Railroad Company that:

(a) The Company violated Article 1, Section 2(a); Article 1, Section 4; and Article 2, Section 10(a) of the current agreement, on the dates of May 16, 17 and 18, 1961, when it assigned the Assistant Signalman to work with Leading Maintainers doing signal work on Sections 335 and 332.

(b) Assistant Signalman J. F. Stoner be paid the difference between the Maintainer's rate of pay and that of Assistant Signalman on the dates listed in paragraph (a).

{System Docket 289—Philadelphia Region (Harrisburg District 16529)}

EMPLOYES' STATEMENT OF FACTS: Mr. H. C. Resh had been regularly assigned to a position of Leading Maintainer, with jurisdiction over several Maintainers assigned to specific sections. Mr. J. F. Stoner, the Claimant in this dispute, had been regularly assigned to a position of Assistant Signalman.

On May 16, 17 and 18, 1961, the Carrier assigned Assistant Signalman Stoner to perform signal work with Leading Maintainer Resh.

On June 7, 1961, the Brotherhood's Local Chairman presented a claim on behalf of Assistant Signalman Stoner for the difference between the Assistant Signalman and Maintainer rates of pay on the dates in question, on the basis the Carrier violated Article 1, Section 2(a); Article 1, Section 4; and Article 2, Section 10(a) of the current Signalmen's Agreement when it required an Assistant Signalman to work with a Leading Maintainer. The original claim (Brotherhood's Exhibit No. 1) was presented to the Supervisor Communications and Signals, who denied it on June 13, 1961 (Brotherhood's Exhibit No. 2).

On June 21, 1961, the Local Chairman presented an appeal to the Superintendent-Personnel, Mr. H. W. Manning, with a copy thereof to the Supervisor as notice of the rejection of his decision. Mr. Manning's denial of July 14, 1961, is Brotherhood's Exhibit No. 3.

On July 26, 1961, the Local Chairman notified Mr. Manning of the rejection of his decision, requested the preparation of a Joint Submission, and then referred this claim to the General Chairman. Mr. R. B. Park, General Chairman, presented this claim to the Manager-Labor Relations on July 28, 1961, and they

In view of all the foregoing, the Carrier respectfully submits that the Agreement was not violated and, in any event the Claimant is not entitled to the compensation which he claims.

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 Agreement between the parties thereto. To grant the claim of the Employees in this case would require the Board to disregard 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 this dispute. The Board has no jurisdiction or authority to take such action.

CONCLUSION

The Carrier has shown that no rule of the applicable Agreement supports the claim of the Employees and no violation of said Rules Agreement could possibly have occurred.

Therefore, your Honorable Board is respectfully requested to deny the claim of the Employees in this matter.

(Exhibits not reproduced.)

OPINION OF BOARD: On claim dates the Claimant, an Assistant Signalman, was assigned to work with a Leading Maintainer who performed the work of a Maintainer (mechanic).

The basis of the claim is that such an assignment violated the cited provisions of the Classification Rule (Article 1) of the Agreement. Claimant seeks compensation amounting to the difference between the Assistant Signalman's and the Maintainer's rate for the specified dates.

This Board has held on this property and under the provisions of Article 1 of the agreement in evidence that a Leading Signal Maintainer may properly be required to perform the work of a lower-rated position, i.e., a Maintainer. See Award 13819.

Here the facts show that a Leading Maintainer on dates of claim performed Maintainer's work and was assisted by the Claimant, an Assistant Signalman.

Section 4 of Article 1 permits an Assistant Signalman to work with a Maintainer.

Thus there was no violation of the rules cited and relied upon by the Employees in this case.

The Employees also allege that Claimant performed mechanic's work on claim dates, and should, therefore, have been paid at the Maintainer's rather than at the Assistant Signalman's rate. The Carrier denied the allegation. There is no material evidence of record to support the Employees' contention. It will, therefore, be dismissed.

Awards 11173, 6263 and 3956, cited by the Employees, involved factual situations and rules distinguishable from those present here. They are, therefore, not persuasive.

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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schultz
Executive Secretary

Dated at Chicago, Illinois, this 5th day of November, 1965.