

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Adolph E. Wenke, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: (a) Claim that the Carrier violated the provisions of the Signalmen's agreement when it diverted work belonging to Chicago Terminal Division seniority district employees to employees of another seniority district.

(b) Claim that this improperly diverted work should have been performed by the employees of the Chicago Terminal Division.

(c) Claim that the employees in the construction forces of the Chicago Terminal Division adversely affected by this improper diversion of their work be compensated for wages they were entitled to earn had this work been performed on the Chicago Terminal Division.

EMPLOYEES' STATEMENT OF FACTS: There is an agreement in effect bearing effective date of June 1, 1943 between the parties to this dispute and is by reference made a part of this Statement of Facts.

The claims are prosecuted under the seniority principles set up under seniority rules of the current working agreement, also, established seniority practices which have been supported and sustained in numerous awards rendered by this Board.

Incident to the installation of highway crossing flashers at 120th, 122nd and 123rd Streets, Pullman, Illinois, relay cases were ordered from the Logansport regional storeroom in May 1945 and were received for the job at Pullman, Ill. completely wired. Prior to the introduction of the instant claim the wiring of such relay cases was performed on the job where the apparatus was to be installed.

In the instant dispute the signal relay cases used on the above specified highway crossing flashers were wired by employees of other seniority districts.

In progressing this dispute with the Carrier, it admitted the kind of work involved in this dispute was formerly performed by employees of the Chicago Terminal Division.

Under date of June 14, 1945, the Local Committee of this Brotherhood filed a protest with the Signal Supervisor on the grounds that the work of wiring these signal cases properly belonged to employees of the Chicago Terminal Division and they should be compensated for the time consumed by off division employees in performing this work. This protest and claim was denied by the Supervisor and the dispute was prosecuted in the usual

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 agreements between the parties to them. To grant the claim of the Employees in this case would require the Board to disregard the agreements 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 under the applicable Agreements between the parties the Claimants are not entitled to the compensation claimed.

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

The Carrier demands strict proof by competent evidence of all facts relied upon by the Claimants, with the right to test the same by cross examination, the right to produce competent evidence in its own behalf at a proper trial of the matter, and the establishment of a record of all of the same.

Exhibits are not reproduced.

OPINION OF BOARD: The Brotherhood claims the Carrier violated its agreement by diverting work belonging to Chicago Terminal Division seniority district employees to employees of another seniority district and asks that the employees of the Chicago Terminal Division, who were adversely affected thereby, be compensated for their loss.

The work involved relates to the wiring of relay cases used in connection with the installation of highway crossing flashers at 120th, 122nd and 123rd Streets, Pullman, Illinois, which is in the Chicago Terminal Division. These relay cases were ordered from the Logansport regional storeroom in May, 1945, and were received on the job completely wired. The work of wiring these relay cases had been performed by employees of the Logansport Division of the Carrier at the Logansport Shop.

It is the Brotherhood's contention that the wiring of such relay cases had always been done by employees on the job where the apparatus was to be installed and that the Carrier had no right to take it away from the Chicago Terminal Division employees.

However, on June 13, 1944, the Brotherhood, in behalf of the T. & S. Employees of the Carrier's Western Region, which includes the Chicago Terminal Division, entered into an agreement with the Carrier with reference to Carrier's Regional Telegraph and Signal Repair Shop located at Logansport, Indiana. This agreement became effective as of June 16, 1944, and provided: "... for performance of Telegraph and Signal Department work and covering the filling of positions at . . .," this shop.

The Scope rule of the parties' effective agreement provides that T. & S. work covers "... the wiring of telegraph, telephone and signal instrument cases, . . . and all other work in connection with installation and maintenance thereof that has been generally recognized as telegraph, telephone or signal work— . . ."

Thus, by their agreement, the employees of the Western Region of the Carrier have agreed that the Carrier may perform T. & S. work of that region at its Logansport Repair Shop.

Whether or not there may have been a violation as to the employees of the Shop Seniority District by reason of using employees of the Logansport

Division to do this work at the Shop we are not here called upon to decide as that question is not before us.

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 Carrier has not violated the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 26th day of January, 1948.