

Award No. 6568
Docket No. SG-6434

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Hubert Wyckoff, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim for payment on a continuous time basis for all employees assigned to Camp Trains Nos. 1 and 2 from time they left Pittsburgh on the morning of January 2, 1948, for emergency service on the Toledo Division, until they returned on January 14 and 16, 1948, respectively.

EMPLOYEES' STATEMENT OF FACTS: Telegraph and Signal Department employees who held regularly assigned positions on Camp Trains No. 1 and No 2 on the Pittsburgh Division were called to report at Pittsburgh on January 2, 1948, to travel to Toledo, Ohio, for service on the Toledo Division to take care of emergency work on that Division.

On January 2, 1948, the claimants left Pittsburgh, Pa., at approximately 3:30 A. M., and arrived at Toledo, Ohio, at approximately 7:30 P. M. Camp Train No. 1, with employees assigned thereto, arrived back at Pittsburgh Division on January 14, 1948, and Camp Train No. 2, with employees assigned thereto, arrived back at Pittsburgh Division on January 16, 1948.

Claimants were paid travel time from Pittsburgh to Toledo and from Toledo to Pittsburgh, and were provided meals and lodging while on the Toledo Division.

This claim has been handled in the usual manner on the property and was progressed up to and including the highest officer of the Carrier designated by the management to whom appeals may be made, without reaching a satisfactory settlement.

There is an agreement between the parties involved in this dispute bearing effective date of June 1, 1943. We understand there is a copy of this agreement on file with the Board, and request is made that it be made a part of the record of this dispute.

POSITION OF EMPLOYEES: It is the position of the Brotherhood that the claimants in this case are entitled to payment on a continuous time basis for the entire period of service involved in this dispute. The following rule (Section 9 of Article 2) of the Agreement supports the contention of the Brotherhood:

"(a) Employees notified or called to perform service outside of and not continuous with the regularly assigned working hours

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 and 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 claims of the presumed Claimants 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 there has been no violation of the applicable Agreement, and that the presumed Claimants are not entitled to the compensation which they are presumed to be claiming.

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

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

(Exhibits not reproduced.)

OPINION OF BOARD: These claims present the same essential questions that were presented by SG-6433, Award No. 6567.

Here likewise the service performed was of a temporary emergency nature. The same two-fold contention is made by the Brotherhood and there is the same failure to join issue on the question whether Article 2, Section 8 (d), and here also whether Article 2, Section 16, were properly applied to the various specific aspects of these claims.

For the reasons stated in Award No. 6567, Article 2, Section 8 (d) and Section 16, cover and the claims should accordingly be denied.

(Page references relate to original document.)

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 was not violated by the failure to apply Section 9 as contended for by Claimants.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 26th day of April, 1954.