Award No. 13058
Docket No. SG-12500

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nathan Engelstein, 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:

(a) That the Company violated the Agreement and especially Article 1, Section 1, Article 1, Section 2 (a), and Article 5, Section 1 (i), on April 10, 13, and 14, 1959, when A. R. McCrosky, Leading Maintainer, headquartered at Logansport, Indiana, was assigned to supervise the work of two (2) employes from the T. & S. Gang, headquartered at Logansport, Indiana, whose Foreman is E. R. Levy.

(b) That A. R. McCrosky be paid the Foreman rate for all time made on April 10, 13, and 14, 1959. [System Docket No. 127 — Northwestern Region Case No. 31.]

EMPLOYES' STATEMENT OF FACTS: Prior to April 10, 1959, Mr. A. R. McCrosky, the claimant in this dispute, had been assigned to a Leading Maintainer position with headquarters at Logansport, Indiana. His assigned territory is divided into five (5) sections with a Maintainer assigned to each section, and he works with and supervises the work of these five Maintainers.

On April 10, 13 and 14, 1959, two Signalmen assigned to a gang in Logansport were also assigned to work with Leading Maintainer McCrosky. On April 18, 1959, Mr. W. D. Best, Local Chairman, presented the following claim to Mr. L. W. Hayhurst, Supervisor, C&S:

"The Local Committee presents the following claim for your consideration and approval:

'(a) Claim that the Company violated the Agreement and especially Article 1, Section 1, Article 1, Section 2(a) and Article 5, Section 1(i) on April 10, 13 and 14, 1959, when A. R. McCrosky, Leading Maintainer, headquartered at Logansport, Ind., was assigned to supervise the work of two (2) employes from the T. & S. Gang, headquartered at Logansport, Ind., whose foreman is E. R. Levy.

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 Employes 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 no violation of the Agreement occurred by reason of the Leading Maintainer having been assigned to work with and to supervise two Signalmen during the period in question and the Claimant is not entitled to the compensation claimed.

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

(Exhibits not reproduced.)

OPINION OF BOARD: For the same reasons set forth in Award 13057, we hold that the Agreement was not violated. The claim, therefore, is without merit.

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 Employes involved in this dispute are respectively Carrier and Employes 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

The Agreement of the parties was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of November 1964.