

Award No. 4369

Docket No. 4348

2-PRSL-EW-'63

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Joseph M. McDonald when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 109, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. — C. I. O. (Electrical Workers)**

PENNSYLVANIA - READING SEASHORE LINES

DISPUTE: CLAIM OF EMPLOYES:

1. That the current agreement was violated when the carrier improperly abolished electrical workers' positions at Atlantic City, N. J., effective with the end of the tour of duty on June 30, 1960.
2. That accordingly the carrier be ordered to compensate the following employes for all loss of wages lost account of this violation: C. Albertson, J. Merrill, J. Robinson, E. Pagel and E. Watson and Electrician Helper R. Eckel.

EMPLOYES' STATEMENT OF FACTS: The Pennsylvania-Reading Seashore Lines, hereinafter referred to as the carrier maintained an engine house, passenger terminal and car repair yard at Atlantic City, N. J., where repair and inspection work has been performed since the consolidation of the Pennsylvania Railroad and Atlantic City Railroad in 1934. Since this period all types of electrical repairs and inspections have been performed on locomotives and passenger cars, including the overhauling of air conditioning equipment during off seasons, up to July 1, 1960, at which time their so-called change of operations was put into effect over the protests of the general chairman of the various crafts. At about the same time orders were given to send all spare parts and supplies out of Atlantic City. The only advance knowledge the employes had of this move was in the form of a letter addressed to all local and general chairmen under date of June 10, 1960, in which a meeting was requested to discuss the carrier's plan to a change in operations.

This meeting was held and the plan explained, which plan was protested by all chairmen as a violation of the employes' rights, whereas work was being diverted from one railroad to another without any consideration being shown for the employes of the parent road — the Pennsylvania-Reading Seashore Lines. Regardless of our protests the carrier insisted the plan would go into effect.

disregard the agreement between the parties, hereinbefore referred to, and impose upon the carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to the applicable agreement. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The carrier has conclusively shown that there has been no violation of the applicable agreement in the instant case and that the employees' claim is without merit.

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

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On July 1, 1960, the Carrier made a change in its operation at Atlantic City, New Jersey resulting in a reduction of forces at that point.

Claimants, whose positions were abolished at Atlantic City allege a violation of the current agreement in that work which they had performed has been improperly transferred to Pennsylvania RR Electricians at Camden, New Jersey and Philadelphia, Pennsylvania.

The record indicates that regularly assigned electricians' positions at Atlantic City were reduced at this time from seven to two, and later increased to four positions.

Carrier denies that any work which was performed by PRSL electricians at Atlantic City has been transferred to PRR electricians at Camden or Philadelphia, and asserts that electrical work being performed at those points is the same as had been done there prior to this dispute.

The Carrier alleges that we are without jurisdiction in this dispute because of the failure to give third party notice to employees of the PRR who might be "involved".

We dispose of this contention by pointing out that this is a dispute between the parties to the Agreement of December 1, 1941, and those parties are before us and we may proceed to exercise our jurisdiction under the Railway Labor Act without giving notice to employees of another Carrier, not a party to this dispute.

We have carefully examined the submissions contained in this record, and without detailing the evidence submitted by the Organization, we conclude that it is insufficient to sustain the allegations made.

An overall view of the record indicates that, as far as the electrical work which Claimants allege was improperly transferred is concerned, as of the date of the inception of this dispute, it continues to be handled as it had been prior to that date.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 20th day of December, 1963.