

Award No. 4445

Docket No. 4419

2-PRSL-EW-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Harvey Daly 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 under the current agreement the Carrier improperly assigned other than employes of the Electrical Workers craft to install a toggle switch at the Ocean City Bunk Room, Ocean City, N. J.
2. That accordingly the Carrier be ordered to compensate E. F. Behl eight hours pay at this regular pro rata rate.

EMPLOYES' STATEMENT OF FACTS: The Pennsylvania-Reading Seashore Lines, hereinafter referred to as the carrier, maintains inspection and repair forces at the Camden, N.J., engine house of the Pennsylvania Railroad, where they lease four (4) tracks to maintain and service their rail diesel cars. This force consists of two (2) electricians, and one (1) electrician helper, whose duties include the maintenance of these cars. An additional electrician, E. F. Behl, hereinafter hereferred to as the claimant, is also carried on the same seniority roster, whose duties consists of the electrical maintenance on the system, that includes the work that was performed by employes of another craft, The electricians are under the supervision of the general foreman, of the Pennsylvania Railroad. On October 16, 1961, the carrier elected to use employes of another craft to install a toggle switch at the Ocean City Bunk Room, Ocean City, N.J.

Under date of October 16, 1961, a time claim was presented to supervisor L. Hewitt.

Under date of October 30, 1961, Mr. Hewitt, denied the claim.

Under date of December 8, 1961, we appealed this claim to Master Mechanic P. I. Harclerode.

Under date of December 20, 1961, Mr. Harclerode denied this claim.

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 employes' claim is without merit.

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

The carrier demands strict proof by competent evidence of all facts relied upon by the employes, 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 this matter, and the establishment of a proper record of all of the same.

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.

At the Pennsylvania Railroad Company's Engine House at Camden, New Jersey, the Carrier (Pennsylvania-Reading Seashore Lines) leases from the P.R.R. "four tracks to maintain and service their diesel cars".

To do that work, the Carrier had a work force of two electricians and one electrician helper. The Carrier also had, at that facility, another electrician, Mr. E. F. Behl, the Claimant, to perform electrical maintenance work on Carrier's System. The Claimant had a regular, first trick electrician's assignment—Monday through Friday.

On October 16, 1961, a Signalman from the C. & S. Department "installed" or "relocated" a toggle switch at the Carrier's Ocean City "Bunk Room" or "Freight House". The Organization contended that the work rightfully belonged to the Claimant and, accordingly filed a claim.

The Organization's position is that:

- 1) an employe of another craft—not covered by the Organization's Classification of Work Rules—installed a toggle switch at the Carrier's Ocean City Bunk Room;

- 2) "the work in dispute rightfully belongs to the P.R.S.L. electricians as covered under the agreement, February 1, 1934, Schedule

of Regulations and Graded Work Classification as subsequently amended”;

3) Carrier Foreman L. Hewitt recognized the work in dispute as electrician's work when he stated in his denial notice:

“I did not authorize such installation by the C&S Dept.”

4) Master Mechanic W. C. Fleck, in his letter of January 16, 1952, to the Organization's General Chairman Walter E. Steele, stated in part:

“* * * I agreed in your position that the electrical maintenance work on the P.R.S.L. property accrued to P.R.S.L. electricians and in order to allocate this work in an efficient and practical manner we would establish another position.
* * *”

5) The additional position was established and was awarded to the Claimant.

The Carrier's position is that:

1) “* * * no toggle switch was installed at the Ocean City Bunkroom”;

2) “* * * employes of the C.&S. Department relocated a toggle switch from the inside of the Freight House Office at Ocean City to the Outside of the Freight House Office, and the approximate time for the work involved was (2) two hours.”

3) “The maintenance of station lighting has never accrued to M. of E. Electricians”;

4) the work in question “has always been performed by C. & S. Department employes since 1933;”

5) “the Claimant had no right to the work in question.”

First the Board wishes to comment on the words “install” and “relocate” as used respectively by the Organization and the Carrier. We find the difference rather indistinguishable and, therefore, we hold the semantic significance of those words, as used herein, borders on the synonymous.

Turning next to our disposition in this case, we believe it cannot be successfully refuted that the work in question is maintenance work, and we further hold that such work belonged to the Claimant.

In keeping with the language of Rule 4-D-1—of the Agreement effective December 1, 1941—the Board awards the Claimant three hours' pay at the pro rata rate.

AWARD

Claim sustained in keeping with above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February, 1964.