

The Second Division consisted of the regular members and in addition Referee George E. Larney when award was rendered.

Parties to Dispute: { International Brotherhood of Electrical Workers
{ National Railroad Passenger Corporation

Dispute: Claim of Employes:

1. That under the current agreement Electricians employed by the National Railroad Passenger Corporation (Amtrak) at their Electrical Maintenance Facilities were deprived of the contractual right to perform the work rightfully theirs.
2. That accordingly, the Carrier be ordered to compensate in equal shares to the following Electrical Employes' A. L. Rafferty, D. Manson, E. Pietsch, D. Bryant, D. McFadden, K. Korejko, M. Farthing, H. Krajewski, J. Weiss, B. Fahr, J. McFadden, J. Howarth and J. Horne, the amount equal to three hundred thirty-six hours (336) paid to a non-employee for performing work belonging to the aforementioned Electricians of the Carrier.

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 waived right of appearance at hearing thereon.

Complainant Organization, the Electrical Workers, IBEW, allege members of its Craft, employed by Carrier (Amtrak), and assigned to the B&B Department responsible for covering the geographical area between Harrisburg and Philadelphia, were deprived of performing work at Carrier's Paoli Car Shop, which contractually belonged to them under the provisions of the controlling agreement, effective September 1, 1975, as amended, when Carrier permitted the disputed work to be performed by an electrician employed by Conrail. According to Complainant Organization the work in question involved duties associated with the maintenance of facilities equipment (shop maintenance work), and encompassed such tasks as changing light bulbs and repairs to defective wall outlets. Complainant Organization asserts the disputed work was considerable as the Paoli Car Shop is a large facility. Complainant Organization offers the following description of the shop: it has four (4) tracks each capable of holding four (4) commuter cars or a total of sixteen (16) cars at any one time. It has office space, storeroom space, locker rooms, lunch rooms, two (2) overhead electric cranes, any number of permanently affixed drill presses, lathes, grinding wheels, and welding equipment. It has a power

house and a transformer substation. It has over one hundred overhead lights both of the fluorescent and mercury vapor type. Based on the Shop's size, Complainant Organization argues there is more than enough work to justify the establishment of a full-time maintenance position.

Carrier notes that while it owns the facilities and equipment which comprise the Paoli Car Shop, it leases said facilities and equipment to Conrail. Carrier maintains that on all of the claim dates in question except for one, to wit, April 3, 1978, Conrail was responsible for performing the subject shop maintenance work. In support of its position, Carrier cites the following agreement executed on March 20, 1978 and made effective April 3, 1978, wherein in relevant part this agreement reads:

"March 20, 1978

Mr. J. A. McAteer
General Chairman
International Brotherhood of
Electrical Workers
9th & Chestnut St.
Philadelphia, PA 19107

Dear Sir: ,

This has reference to meeting held on March 20, 1978, at which time you were advised that Amtrak will assume maintenance work in connection with the Pelhar Bay Bridge effective April 1, 1978, and maintenance work in connection with Amtrak owned facilities between Paoli and Harrisburg, inclusive, effective April 3, 1978. During this discussion, it was understood and agreed:

1. Until otherwise agreed to by the parties, maintenance work accruing to employees represented by the IBEW, in connection with Amtrak owned facilities located between Paoli and Harrisburg, inclusive, will be performed by members of the Amtrak Maintenance of Facility Gang presently headquartered in the service building at 30th and Race Streets, Philadelphia, PA."

However, notwithstanding the above assertion and agreement, Carrier argues the instant claim is fraught with procedural defects which prevent the Board from ruling on its merits and therefore the claim should be dismissed.

Based on our review of the entire record evidence, it is our determination that said evidence supports the major arguments advanced by Carrier. We quite agree that the claim as presented lacks the specificity required to be a valid claim. In addition, we are persuaded that the Agreement of March 20, 1978, dispels the major assertions advanced here by Complainant Organization.

Accordingly, we rule to deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 4th day of August, 1982.