Award No. 10099
Docket No. DC-9788

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Martin I. Rose, Referee

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYES, LOCAL 370

NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of Joint Council Dining Car Employes Local 370 on the property of New York, New Haven & Hartford Railroad Company that:

1. The position of third cook be reinstated on Trains 22 and 23, and that Cooks Edith Williams and E. L. Baynard be restored to their positions as third cooks on said train and paid for any wage loss suffered.

2. All the positions of the classification of third cook abolished by Carrier without conference with Organization while the work of said positions remained, Carrier having assigned said work to other employes under the Agreement, be restored and the affected employes be paid retroactively for net wages lost or for reduction in earnings due to demotion resulting from said consolidation.

3. Fourth Cook Leon Jones and other employes similarly situated, assigned as fourth cooks on Trains 22 and 23, be paid third cook's rate retroactively for each day no third cook is assigned to said train and said employes are required to perform the work of third cooks.

4. Waiters J. O. Hill, John Carpenter and other employes similarly situated be paid retroactively for each day Trains 22—23—24—25—26—27—174—175, and all other trains similarly situated, are operated with short crew dining cars, the work of said employes remaining and being assigned to other employes.

5. Attendants P. Englehart, C. Dupree, and all other attendants similarly situated, who were deprived of regular assignments by Carrier in consolidating positions on grill cars without conference with Organization and assigning work to other employes under Agreement, be paid retroactively the difference between what said employes affected would have earned as regular employes and what they earned as extra employes; and that positions on grill cars, Trains 11-28, and other trains similarly situated which were so consolidated, be re-posted for bid and awarded to the senior qualified applicants.

5 P. M. and arriving in Boston at 9:15 P. M. than on a train departing New York at 8 A. M. and arriving in Boston at 12:55 P. M. Not only are the meal requirements different because of the difference in time of day, but the amount of traffic available in the morning is far less than that on the evening train.

Absent schedule rule or practice to support the present claim, Carrier respectfully submits it should be denied.

All of the facts and arguments used in this case have been affirmatively presented to Employes' representatives.

OPINION OF BOARD: The claim is based on the contention that the Carrier unilaterally abolished and consolidated certain cook, waiter and attendant positions covered by the applicable Agreement without consultation or agreement with the Organization although the work of these positions remianed to be performed. The Organization asserts that:

> "Carrier may have had what it considered good economic reasons for desiring the result achieved by the complained-of abolishment and consolidation of positions . . . such result can be obtained only after negotiation and agreement with the Organization."

In its defense, the Carrier asserts that:

> "The regular assignments in question were abolished to adjust the forces in the dining and grill cars involved to business available."

It is well established that in the absence of prohibitions in the collective agreement, and subject to the requirements thereof, management may abolish positions which are not needed and rearrange the work to be performed by the class or classes of employes entitled to such work. See Awards 5331, 5664, 6184, 6187, 6839, 9806. Examination of the Agreement here does not disclose any provision or rule thereof which prohibits the exercise of such authority by the Carrier. Indeed, Rule 13, which governs reduction of forces, suggest that such authority may be exercised by the Carrier in proper circumstances.

The record fails to establish that the complained of actions of the Carrier did not stem from the business available at the time they were taken or that sufficient work of the positions involved remained for those positions or that work within the coverage of the Agreement was removed therefrom.

For all of these reasons, the claim cannot be sustained.

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 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

That the Agreement 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 6th day of October 1961