

Award No. 16956
Docket No. TE-15833

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David H. Brown, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the T.C.U. (formerly O.R.T.) on the Pennsylvania Railroad, Lake Region, District No. 2, that effective March 9, 1963, the agency at Linesville, Pennsylvania, was made a non-agency freight station and arbitrarily placed under the jurisdiction of agent at Greenville, Pennsylvania, in violation of paragraphs 2 and 3 of the April 12, 1938 Agreement.

Because of this violation, claim is made that: The rate of the agent at Greenville, Pennsylvania, be increased \$50.00 per month, effective March 9, 1963, in accordance with Regulation 8-A-1(b) because of the added duties and responsibilities entailed in handling the station work formerly handled by the agent at Linesville, Pennsylvania.

EMPLOYEES' STATEMENT OF FACTS: The stations involved in this claim are located between Pittsburgh and Erie, Pennsylvania, on what was known as Carrier's "E&P Branch" as follows:

Stations	Miles from Pittsburgh
Greenville	84.5
Linesville	103.6
Conneautville	111.3
Albion	120.4

Prior to March 1, 1963, an agency station was maintained at Linesville, Pennsylvania. Conneautville and Albion, Pennsylvania were under the jurisdiction of the agent at Linesville. Effective March 1, 1963, however, Linesville Agency was placed under the jurisdiction of the agent at Greenville, Pennsylvania. The latter agent's jurisdiction then was extended, by the same action, to include Conneautville and Albion, as well as Linesville.

The effective Schedule Agreement between the parties was dated September 1, 1949 and includes rates of pay effective February 1, 1951. Copy of that Agreement is on file with your Board and by this reference is made a part of this submission. The Scope Rule thereof reads, in part:

Henceforth, the business in connection with non-agency station Linesville (including non-agency stations Conneautville and Albion), was conducted by the Agent at Greenville from Greenville.

In a letter dated March 18, 1963, the District Chairman presented a claim, identical to that outlined above in the Statement of Claim, to the Superintendent, Stations. The Superintendent, Stations denied the claim under date of March 21, 1963, following which the District Chairman listed the claim for discussion with the Superintendent-Personnel of the former Lake Region.

The Superintendent-Personnel, following a review of this matter at a meeting on April 26, 1963, denied the claim in his letter of May 17, 1963, resulting in the formulation of a Joint Submission for the further handling of the dispute by the General Chairman of the Organization with the Manager, Labor Relations, the highest officer of the Carrier designated to handle disputes on the property. A copy of the Joint Submission is attached as Exhibit B.

The claim was discussed by the General Chairman with the Manager, Labor Relations at a meeting held on October 1, 1964, following which the latter, by letter dated November 23, 1964, denied the claim. A copy of this letter is attached as Exhibit C.

Therefore, so far as the Carrier is able to anticipate the basis for this claim, the questions to be decided are whether the Carrier's action taken on March 1, 1963, with respect to placing non-agency station Linesville under the jurisdiction of agency station Greenville was in violation of paragraphs 2 and 3 of the April 12, 1938 Agreement, and whether, as a result of such action, the duties or responsibilities of the Carrier's Agent at Greenville were substantially changed, thereby requiring negotiations with the Organizations, with a view to considering an upward adjustment in the rate of pay of the Agent's position at that location.

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute arose as a result of Carrier's unilateral action in changing the status of the Agency at Linesville, Pennsylvania, from that of an agency carload and less-than-carload freight station to that of a non-agency carload only freight station under the jurisdiction of the Carrier's Agency at Greenville, Pennsylvania, and abolishing the position of Agent at Linesville.

Petitioner contends that Carrier's unilateral action was in violation of a Memorandum Agreement dated April 12, 1938, which, insofar as here pertinent, provided as follows:

- "3. When Agency duties diminish to an extent which warrants extending the jurisdiction of an Agent or Assistant Agent to include one or more additional stations subsequent to April 12, 1938, such action will be a proper subject for negotiation.
4. When an Agency station is abolished, and in lieu thereof a pre paid non-agency station is established, such action will not require the continuance or establishment of an Agent or Assistant Agent position at such station."

Specifically, Petitioner contends that Carrier was required to negotiate the change under paragraph 3 of the aforesaid Agreement.

Carrier contends that negotiation was not required, and that its action was entirely proper and within the purview of paragraph 4 of the said Agreement.

A thorough and detailed analysis of the record in this dispute convinces us that Carrier's action was proper and in accord with the Memorandum Agreement. It follows that the claim the Carrier violated the provisions of the Memorandum Agreement must be denied.

Petitioner also makes request that this Board order that the rate of pay of the Agent at Greenville be increased in the amount of \$50.00 per month under Regulation 8-A-1(b) of the basic Agreement between the parties, and which Regulation reads as follows:

"(b) When the number of days or number of hours constituting the monthly tour of duty of a Group 1 position are substantially changed, or the duties or responsibilities of a Group 1 position are substantially changed, adjustment in the monthly rate of pay for such position shall be a subject for negotiation between the proper officer of the Company and the duly accredited representative of employees."

This Board has no authority to fix wage rates. Under this regulation any change in rate is a "subject for negotiation between the proper officer of the Company and the duly accredited representative of employees." This request must be denied.

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 Employees involved in this dispute are respectively Carrier and Employees 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 20th day of February 1969.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.