

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21190
Docket Rumba CL-20914

Francis x. Quinn, Referee

PARTIES TO DISPUTE:

(**Brotherhood of Railway, Airline and
Steamship Clerks, Freight Handlers,
Express and Station Employees**)
{**Robert W. Blanchette, Richard C. Bond
and John H. McArthur, Trustees of the
Property of Penn central Transportation
Company, Debtor**

STATEMENT OF CLAIM: **Claim of the System Committee of the Brotherhood
(GL-7631) that:**

1. Carrier violated the Agreement when it abolished the position of Chief Car Control Clerk, the Office, South Worcester Yard & Freight, Worcester, **Massachusetts** and required and **permitted** the Supervisor of Yard Procedures to usurp the **duties** of Chief Car Control Clerk thereby relieving the Chief Car Control Clerk of his assigned **duties** so that he **could** perform the duties of the abolished Chief Car Control Clerk position.

2. **Carrier shall now** be required to return the duties of Chief Car Control Clerk position to the Office, South Worcester Yard & Freight, Worcester, **Massachusetts** in accordance with our current Clerks' Agreement.

3. **Carrier shall now** be required to pay Mr. William McGee, seniority date **6:21:41** the **penalty rate** of the abolished position, Chief Car Control Clerk, **\$54.41 per day commencing Monday, August 28, 1972** end to **continue** as long as the Chief Car Control Clerk's position is occupied by the Supervisor of Yard Procedure.

OPINION OF BOARD: The basic contention of the **Employee** is that the **Carrier** violated the Clerks' Agreement with the former **New Raven Railroad**, when it transferred work of the abolished Chief Car Control Clerk position to the position of Supervisor of Yard Procedures.

Upon the inclusion of the **former New Raven** in the Merged Company, the terms and conditions of the Merger Protective Agreement became applicable. The **Claimant** was protected and compensated under that Merger Protective Agreement at the higher rate and sustained **no** loss. See Awards 21019 and 20921.

The record before us does not **support** a violation of the applicable Agreement. Therefore, we **will** deny the claim.

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.

A W A R D

Claimdenied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **Third** Division

ATTEST:



Executive Secretary

Dated at Chicago, Illinois, this 13th day of August 1976.