NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 21325
THIRD DIVISION Docket Number CL-21194

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
(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-7850, that:

(a) Carrier violated the Rules Agreement effective February 1, 1968, particularly 3-C-2 (a) (1), the Scope Rule and the Extra List Agreement, when the Carrier abolished Position G-74 located at Shire Oaks, September 22, 1971 and failed to properly assign the duties of the abolished position.

(b) G. J. Gligonic, J. J. Jacob and E. K. Rinko and all others affected by the improper abolishment of Position G-74 each be allowed one day's pay of eight (8) hours at the appropriate pm rata rate of pay for September 24, 1971 and to continue for each consecutive date that the violation exists.

OPINION OF BOARD: This dispute, a companion case to the matter in Award No. 21324, deals with the abolishing of certain clerical positions and transfer of work from Shire Oaks, Pennsylvania starting on September 22, 1971. In this dispute we are concerned with the results of the abolishing of Position G-74, Flexowriter, on September 22, 1971. Petitioner allege5 violations of the Scope Rule, Rule 3-C-2 (a) (1) and the Extra List Agreement.

The Carrier abolished the two Flexowriter positions, G-74 and G-67 at Shire Oaks and states that the work remaining was assigned to Flexowriter Position G-73 at the location. That last position was transferred to another location on November 22, 1971. The ultimate issue to be decided is whether Carrier reassigned residual duties of position G-74 in violation of the Agreement.

Petitioner asserts that Carrier assigned work included in the duties of abolished position G-74 to employes of other crafts (engineers and conductors) and also to the incumbent of the Group 2 extra list position.

A study of the record of the dispute, in particular the handling on the property, persuades us that this Claim lacks merit. First, and moat important, regardless of the discrepancies in dates pointed to by the Carrier, we can find no evidence indicating the specific functions of the Flexowriter position which were allegedly improperly assigned after the position was abolished. Indeed the Petitioner taxes our credulity by submitting, as its only substantively significant evidence, the same document herein as was presented in Award No. 21324, which in that dispute was related to the crew dispatcher's functions. Hence we must conclude that Petitioner has not met its

burden of proof in this dispute. Additionally, it must be noted that even if Petitioner had presented adequate evidence in support of its contentions, there is no merit to the argument that Carrier is precluded from assigning Group 1 work to Group 2 personnel. That issue has been dealt with in a number of awards on this property involving this Organization. In Award 12365, involving the same parties and agreement language, we said:

> "Petitioner's claim is based on the fact that the remaining duties of the abolished position were assigned in part to a Group 1 clerical position and in part to a Group 2 Baggageman position remaining in existance at the location involved. Petitioner alleges that Rule 3-B-l is violated when work of an abolished Group 2 position is assigned to a Group 1 position on the basis that this Rule prohibits the crossing of seniority lines.
>
> We feel that the Petitioner has failed to show that the Agreement prohibits the Carrier from crossing seniority districts from Group 1 to Group 2 and vice versa."

Finally, if we would, arguendo, reach that issue, the work performed by the train crew personnel with respect to time cards is wholly appropriate, as we found in Award No. 21324. Based on the entire record, and for the reasons indicated heretofore, the Claim 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;

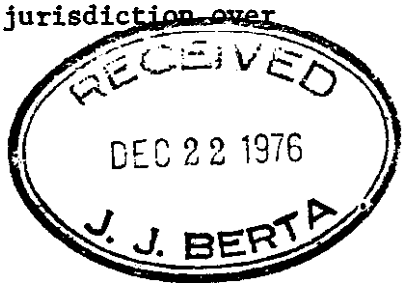
That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.



NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: G. W. Paulo
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1976.