

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award Number 24025  
Docket Number MS-23908

T. Page Sharp, Referee

PARTIES TO DISPUTE: (C. P. Edington and Charles Richardson  
(Southern Railway System

STATEMENT OF CLAIM: "The Southern Railway Company violated the agreement with the Brotherhood of Railway, Airline and Steamship Clerks (BRAC) when, on May 4, 1979, It abolished the positions of C. P. Edington and Charles Richardson, Agent/Operator/Clerks at Harriman, Tennessee, a station on the Tennessee Division of the Southern Railway Company, and transferred the work to employees at Oakdale, Tennessee, a station on the Kentucky Division of the Cincinnati, New Orleans and Texas Pacific Railway Co., and other employees not covered by the Agreement, namely train crews, without making any provisions whatsoever, namely an Implementing Agreement, to provide benefits for effected employees.

The Claimants contend that provisions as outlined above would have been necessary before such a move could have taken place, in that not only was the work transferred from one Division to another, but in fact was transferred from one Carrier to another. The Claimants are requesting the 'option' of: (1) Separation pay and (2) Sale of their homes to the Carrier and moving expenses to their present headquarters. In addition to these benefits, that would have been offered had such provisions as outlined above been made, the Claimants are requesting the 'option' of: (3) Merging their seniority, with full prior rights, into the Train and Engine Service Employees Seniority Roster, details to be outlined later."

OPINION OF BOARD: Claimants are two clerks who have established seniority on Carrier's Knoxville District. Both were employed at Harriman, Tennessee when certain work functions and consequently their positions were abolished. Both exercised their seniority on positions at Clinton, Tennessee.

The claims as stated are said to be founded on an Agreement of 1965 with the BRAC. That Agreement contains its own disputes resolutions provision and any-thing arising thereunder is without the jurisdiction of the Board. See Awards 19296, 18602, 17516, 14979 and many others.

Claim is made that the Carrier should make an implementing agreement but no provision is cited to compel such action. One claim, mileage and dead-head pay is sought to be made continuing but was not raised as a continuing claim on the property. This claim is not properly before the Board.

There are no **claims which** have been raised which **are** properly before the **Board**; therefore all 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:** Acting **Executive** Secretary  
National Railroad Adjustment Board

By

Rosemarie Brasch  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 15th day of **November 1982**.

