

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25695
Docket Number CL-25666

Eckehard Muessig, Referee

(Brotherhood of Railway, Airline and Steamship Clerks
(Freight Handlers, Express and Station Employees

PARTIES TO DISPUTE: {

(Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of the **System** Committee of the Brotherhood
(GL-9846) that:

(a) Carrier violated the intent and provisions of the current Clerk's Agreement at Borger, Texas, effective August 15, 1982, when it abolished Mr. B. L. Thrasher's Supervisory Agent's Position No. 4005 and placed an Official Assistant Trainmaster-Agent in charge of Agent's duties at Borger, Texas, and

(b) The duties of Agent Position No. 4005 which are now being performed in part by an **employee** not covered by the Agreement (Official Trainmaster-Agent) shall now be restored to the Agreement, and

(c) Mr. B. L. Thrasher shall **now** be compensated eight (8) hours pro rata at the rate of former Position No. 4005 (plus subsequent wage increases) for each workday of that position, commencing August 15, 1982, and continuing until the work that was removed from the scope of the Agreement is restored thereto and the violation ceased."

OPINION OF BOARD: This Claim **arose** after the Carrier abolished Supervisory Agent Position No. 4005 at Borger, Texas, effective with August 15, 1982. This position was **an** Agreement position occupied by the Claimant. At that time, Carrier also abolished the Assistant **Trainmaster's** position (an exempt position) and concurrently established an Assistant Trainmaster - Manager, Regional Freight Office (RFO) position (also an exempt position).

The **Organization** asserts, in effect, that the **incumbent** assigned to the newly created position of Assistant Trainmaster-Manager, RFO, continued to perform a portion of the duties of abolished Position No. **4005**. The Organization contends that the duties in question consisted principally of supervising and directing the other employees at **Borger** in the performance of their duties, as well as supervising and directing the Carrier's agency business and functions at that location.

The Organization argues and relies upon a number of Rules, including Rule 1 Scope, which reserves the work of the Craft to covered employees, and Rules 2-E and 2-F of the parties' Agreement. In this respect, it characterizes Rule 2-F as the "bedrock for this claim", asserting that the intent of this Rule is clear and unambiguous and that it was specifically negotiated into the Agreement on January 1, 1980 to prevent work covered by the Agreement from being eroded, as here, by the abolition of a covered position and the subsequent assignment of a portion of the duties of that position to employees not covered by the Agreement.

For its part, the Carrier maintains that the change that resulted in this Claim was one part of its overall extended plans to 'blanket its physical operations with 85 Regional Freight Offices (RFOs) and 159 Regional Yard Offices (RYOs)". These organizational changes, the Carrier asserts, were required in order to develop a **user-oriented** computer system. It maintains that it was essential to establish the new supervisory position because the larger geographic territories resulted in greater supervisory responsibility. **Moreover**, it argues that the "infinitesimal supervising duties" performed by the Claimant no longer existed when the Agency at **Borger** was changed to an RFO and that all of the remaining clerical work was assigned to other clerical **employees** at that location.

The Board has thoroughly reviewed the voluminous record and finds no violation of the Agreement. The evidence shows that the Carrier progressively made technological and operational changes which, as one result, necessitated the abolishment of Position No. 4005 and the creation of a managerial position. The evidence does not show that clerical work formerly performed by the incumbent was lost in the **process**.

Accordingly, in view of the record and the controlling effect of Third Division Awards No. 25571, 25125, and 25003, which involved the same parties and the same issue, this Board must 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 had jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

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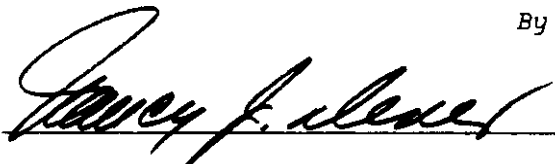
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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 14th day of November 1985.