

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

(Jack C. Snyder
PARTIES TO DISPUTE: (
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claim of Jack C. Snyder that the Consolidated Rail Corporation violated the Agreement when it:

1. Instructed much younger Watertown, NY, DICCS/Yard Clerks Frank Martin and Dean Martin to assume on November 9, 1983, the primary duties of the Claimant. The Claimant, a Traveling Representative with 42 years service, is and was from that date thereby deprived of employment. These primary duties were the on-site taking and preparation (sic) of yard and track checks at each of 15 outlying stations. These documents and the copies thereof, provide switching lists for the three Traveling Switchers working out of various of these stations. These switch lists are essential to the Traveling Switcher crews providing patron service at these 15 outlying stations. The preparation (sic) thereof and the attendant 3,000 monthly miles of driving, were the primary duties of the Claimant. This work has by uniform custom, practice and history, system-wide, been exclusively performed, at one-man stations, by the Claimant and others of his Telegraphers craft. Additionally, that the contracting parties clearly intended to exclude any other craft from performing said principal work or duties.

2. The Claimant desires that his position of Traveling Representative be restored and he be allowed to return to it. Claimant's primary duties at these outlying stations remain and are being and have been, performed by various others of different crafts. Additionally, that the Claimant receive 8 hours pay for each and every day, commencing with November 9, 1983, and continue on a day to day basis until he is restored or until a satisfactory settlement is reached. Payment to be based on a pro rata hourly rate of \$11.208 plus all increases due under the National Agreement of November 10, 1981, and all subsequent increases."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

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Award No. 27167
Docket No. MS-27070
88-3-86-3-125

The Claimant's position as Traveling Representative was abolished on November 8, 1983. Certain of the duties performed by the Claimant were then assigned to two DICCS Yard Clerks. No rule was cited which barred the Carrier from abolishment of the position of Traveling Representative. The Claimant has failed to provide probative evidence of his contention, denied by the Carrier, that the duties assumed by the two Clerks constituted duties accruing exclusively to the position of Traveling Representative. Contention of the Claimant as to discrimination based on age was not supported by the facts, in that the work was not assigned to a newly designated employee, but rather was given to incumbent employees.

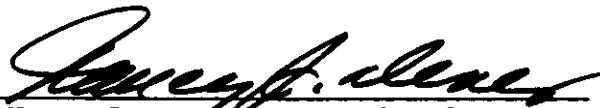
This is not a case of first impression. Two other Awards involving abolishment of Traveling Representatives on the Carrier's property led to the denial of claims therein. These Awards are Public Law Board No. 2945, Award 31 and Public Law Board 2037, Award No. 70. The reasoning therein is incorporated here by reference.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1988.