

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21622

Docket Number CL-21579

George S. Roukis, Referee

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

PARTIES TO DISPUTE:

(R. C. Haldeman, Trustee of the Property of
(Lehigh Valley Railroad Company, Debtor

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood,
GL-8072, that:

Claim in behalf of Robert Cumfer, Storekeeper, Allentown Car Yard, during the period commencing July 15, 1974, and continuing until such date as violation is corrected, claiming an additional day's pay at the rate of that position. Carrier violated Rules 7, 9, 23 (b) and 56 of our Agreement by arbitrarily assigning all the duties of the improperly abolished position to Mr. Cumfer. The abolished position was that of Storekeeper at Allentown Yard Engine-house, with remaining duties assigned to Car Shop Storekeeper. This is in violation of Rule 19 (a) of the revised May 1, 1955 Agreement.

OPINION OF BOARD: Petitioner argues that Carrier violated five rules of the Agreement when, on July 15, 1974, certain changes were made in work assignments among storekeepers in the Bethlehem-Allentown Terminal. The thrust of the complaint seems to be that Carrier failed to fully comply with the last sentence of Rule 19 (a) reading:

"Representatives will be furnished with a list of the position or positions to be abolished and the name or names of employees filling same, and such information will be bulletined to all employees in the seniority district affected."

The Organization admits that the abolishment notice containing the required information on force reductions and reassignment of work was posted to all points on the seniority district but alleges the rule was only partly complied with because a more specific notice was not furnished Organization representatives. The Carrier argues that a copy of the notice was furnished Organization representatives and, inasmuch as the position abolished was vacant at the time, this general notice met the requirements of the last sentence of Rule 19(a).

The record reveals that Carrier issued three notices on July 3, 1974, which (1) cancelled Bulletin No. 2078 advertising the vacant Storekeeper position on the Allentown Enginehouse, (2) abolished, effective twelve days later, the position and assigned the remaining duties to an equally-rated position of Car Shop Storekeeper, and (3) notified the Car Shop Storekeeper of the added duties of his assignment.

It seems to this Board that the three notices, considered collectively, met the requirements of the rule. The claim will 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 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

The Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1977.

