

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21797  
Docket Number CL-21742

John P. Mead, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and  
( Steamship Clerks, Freight Handlers,  
( Express and Station Employes  
(  
(Consolidated Rail Corporation  
( (Former Penn Central Transportation Company)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood,  
CL-8167, that:

(a) The Carrier violated the Rules Agreement effective February 1, 1968, particularly Rule 3-C-2, Scope Rule and others, as well as the Extra List Agreement, when it abolished position F-163, effective January 19, 1973. Rate of pay, \$867.80 - tour of duty, 6:30 A.M. to 3:30 P.M. - rest days, Saturday and Sunday - located at Cambridge, Ohio.

(b) That position should be restored in order to terminate this claim and that Claimant Glenn E. Tedrick and all others affected by the abolishment of this position each be allowed one day of eight (8) hours at the appropriate rate of pay for January 22, 1973, and to continue for each consecutive date that the Carrier allows the violation to exist.

(c) That Claimant Glenn E. Tedrick be compensated for any loss sustained under Rule 4-A-1 and Rule 4-C-1; be compensated in accordance with Rule 4-A-3(a) and (b), for work performed on holidays, or for holiday pay lost or on rest days of their former positions; be compensated in accordance with Rule 4-A-5; if their working days were reduced below the guarantee provided in this rule; be compensated in accordance with Rule 4-A-6, for all work performed between the tour of their former positions; be reimbursed for all expenses sustained in accordance with Rule 4-G-1(b).

(d) That Claimant Glenn E. Tedrick, if as a result of the abolishment of his position is required to relocate his residence under the provisions of the Merger Agreement, the Carrier be required to relocate claimant back to his original place of residence without cost to claimant. That claimant Glenn E. Tedrick, if as a result of this abolishment of his position, elects to resign and take severance pay, that he be recalled to service with all rights unimpaired. That the total monetary loss sustained including expenses under this claim, shall be ascertained jointly by the parties at time of settlement.

(e) Claim is presented in accordance with Rule 7-B-1 and should be allowed.

OPINION OF BOARD: This claim resulted from the Carrier's abolishment of clerical position F-163 located at Cambridge, Ohio, and the resultant transfer of work to the agent remaining at the location. It is agreed there were no other clerical positions remaining at the location after January 19, 1973, following the abolishment of position F-163; therefore, the following provisions of Rule 3-C-2(a)(2) were deemed controlling:

"In the event no position under this Agreement exists at the location where the work of the abolished position or positions is to be performed, then it may be performed by an Agent, Yard Master, Foreman, or other supervisory employe, provided that less than four hours work per day of the abolished position or positions remains to be performed; and further provided that such work is incident to the duties of an Agent, Yard Master, Foreman, or other supervisory employe."

The Carrier contends that when the Dexter City Coal Company located on the Marietta Branch, ceased operations on or about January 1, 1973, the business which accrued to Cambridge Agency dropped overall by 78% and the outbound billing work, which accounted for the greatest amount of clerical work performed by the incumbent of position F-163, suffered a 94% reduction. The Organization disputes these factual contentions but offers no contradictory evidence in support of its assertions. In the absence of evidence establishing a violation of the Agreement, we must conclude the claim should 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

The Agreement was not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1977.