

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24466  
Docket Number MS-24411

Herbert L. Marx, Jr., Referee

PARTIES TO DISPUTE: (B. J. Uhls  
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(Illinois Central Gulf Railroad Company

STATEMENT OF CLAIM: (1) Company violated the agreement between the parties when on May 17, 1976, it abolished Position No. 57 in the office of Company's Regional Manager of Caller's Office at Centralia, Illinois.

(2) Shall the Company now compensate Clerk B. J. Uhls at the daily rate of pay of \$52.68, in addition to any other compensation received, for a period of May 17, 1976, to October 20, 1976, for each Monday thru Friday of the above period, a total of 112 working days, due to violating Rule 1 of the Agreement.

OPINION OF BOARD: Claimant held a clerical position in the Regional Manager of Caller's office at Centralia, Illinois until May 14, 1976, at which time the Carrier abolished the position.

The Claimant argues that this was in violation of Rule 1 (Scope Rule) of the Agreement between BRAC and the Carrier and which reads in pertinent part as follows:

"RULE 1 SCOPE:

(a) These rules shall govern the positions, hours of service, working conditions, and rates of pay of all of the following employees engaged in the work of the Clerical and Telegrapher craft or class represented by the Brotherhood: \*\*\*

(d) Work performed by employees coming within the scope of this agreement on the effective date of this rule belongs to the employees covered thereby and nothing in this agreement shall be construed to permit the removal of such work from the application of these rules except as provided herein or by agreement between the parties signatory hereto.

(e) When a position covered by this agreement is abolished, the work assigned to same which remains to be reassigned in accordance with the following;

(1) To position or positions covered by this agreement when such position or positions remain in existence at the location where the work of the abolished position is to be performed.

(2) 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 a supervisory employee whose duties encompass supervision of employees covered by this agreement, 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 such supervisory employee. This provision shall not apply to work assigned to employees covered by the former Telegraphers' Agreements; such work to be reassigned to other employees covered by this agreement.

(f) Except as otherwise provided in this rule, no officer or employee not covered by this agreement shall be permitted to perform any work covered by this agreement which is not directly or immediately linked to and an integral part of his regular duties, except by agreement between the parties signatory hereto."

The Claimant's principal allegation is that a portion of the work of the abolished position was performed by the Regional Manager of Callers. However, the Claimant's submission offers no proof of this. Further, the Carrier states without contradiction that such work as remained was performed as needed on a part-time basis by an extra clerk. The Claimant has not supported his allegation with a degree of proof to convince the Board that his position has merit. See Third Division Award Nos. 20290, 20166 and 20620.

Award No. 20568, cited by the Claimant, would be on point only if evidence had shown performance of the remaining work by other than an employee covered by the Scope Rule. Such is not the case here.

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

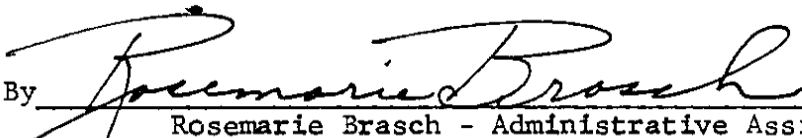
That the Agreement was not violated.

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 - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of July 1983.