

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24924
Docket Number MS-24198

I. M. Lieberman, Referee

(Mr. Thomas G. Bartholomew

PARTIES TO DISPUTE:

(

(Illinois Central Gulf Railroad Company

STATEMENT OF CLAIM:

(1) The Carrier violated the terms of the Agreements between the parties, when on March 3, 1980, it transferred the station accounts and clerical work attaching, from Metropolis, Reevesville, Brownfield, Golconda, and Rosiclare, Ill., to the Paducah, Kentucky Freight Agency and assigned the transferred duties to four (4) clerical employees in that office, but allowed the benefits of the agreements to only one clerical employee in violation of the IC-GM&O Merger Agreement, Station Consolidation Agreement of 1966, Rule 15, 16, 26, 30, 36 and 37, among others of the working rules in effect between the parties.

(2) The Carrier shall compensate Thomas G. Bartholomew, eight hours at the time and one-half rate of Position No. 22, each work day, in addition to any other compensation received from March 3, 1980 and continuously until the Customer Service Agent-Chief Clerk Position NO. 22 is abolished and/or filled by the senior Merger Protected Employee making application and awarded the newly established Position within the provisions of the agreement between the parties.

OPINION OF BOARD: The issue involved in this dispute concerns the abolishing of the Customer Service Agent's position (CSA-24) at Rosiclare, Ill. effective March 3, 1980 and the alleged consolidation of part of the work with the Chief Clerk's position (Position 22) at Paducah. Petitioner relies, in part on the application of Section 9 (c) as well as 9 (e) of the Merger Agreement, and his seniority. There is also reliance on Rule 15 (b) of the Schedule Agreement.

An examination of the record reveals that Carrier and B.R.A.C. (the Organization involved in this matter) have uniformly followed the selection procedures outlined in Article I, paragraph 3 in consolidating agency positions under the Merger Agreement. Furthermore under Section 9 (b) of the Merger Agreement, only 30 days notice was required, contrary to Petitioner's contention, and it was given in this case.

The Board can find no violation of the rules in this dispute and the evidence presented by Claimant is not persuasive. Further, there apparently was an enlargement of the Claim from that presented on the property.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

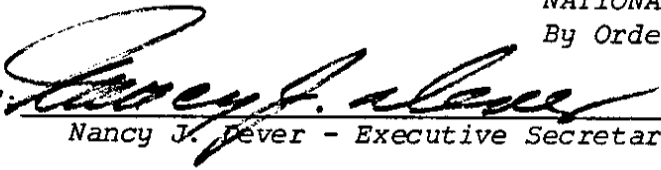
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of July 1984.