

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

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(
(Kansas City Terminal Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10159) that:

1. The Carrier violated the Agreement, particularly Appendix E. Item 5, when it failed or refused to assign the senior employee to the Assistant Machine Room Supervisor and Analyst position.

2. The Carrier shall compensate Ms. Odell L. Eubank for the difference in pay between Head Equipment Clerk and Station Accounting and that of Assistant Machine Room Supervisor and Analyst for eight (8) hours each day, Monday through Friday, beginning with Monday, January 20, 1986 and continuing until the violation has stopped. This is in addition to all pay she has received during this period of time."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

The Organization argues that the Claimant was wrongfully denied the opportunity to displace the junior incumbent in the position of Assistant Machine Room Supervisor and Analyst (Programmer). The Claimant's previous position had been abolished.

Appendix E concerns arrangements made between the Carrier and the Organization in reference to the establishment of an IBM machine bureau, including rights as to reassignment and reduction-in-force restrictions.

This dispute is virtually identical to that reviewed in Third Division Award 27210, involving the same parties and displacement rights on the same position. The Board logically reaches the same conclusion here as in Award 27210. In that Award, the Board found as follows:

"Both parties contend that Paragraph 5 must be interpreted as written, and the Board agrees. Programming skills extend beyond the operation of the variety of equipment installed in the revised operation. While a programmer must logically be familiar with equipment operation, the requisite training for programming goes well beyond this. The Carrier contends, without contradiction, that programming may require up to a year of experience, quite apart from machine operation. The specific words of Paragraph 5 ('operate the equipment') cannot be read to mean more than is stated."

As in Award 27210, it is unnecessary for the Board to resolve the contention, raised by the Carrier, that Appendix E was superseded by a later general protective agreement.

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 16th day of December 1988.