

Referee Joseph A. Sickles

PARTIES The American Railway Supervisors Association
TO
DISPUTE: Southern Pacific Transportation Company
 (Texas and Louisiana Lines)

STATEMENT It is the Claim and request of the Petitioning Organization that:
OF CLAIM:

1. Carrier affected a reduction in force at Lafayette, Louisiana by abolishing three (3) Supervisory Positions and simultaneously creating Lead Car Inspector Positions, effective March 27, 1975. Such Abolishment adversely affected Messrs. A. Pickering, C. Hebert and H. P. Brodhead, their being required to return to the rank of Craftsmen.

As a result of this Abolishment, respondent Carrier violated and continues to violate Rule 1 of the Agreement by allowing Yardmasters and/or Lead Car Inspectors to supervise and direct Carmen at Lafayette, Louisiana, seven (7) days per week on the First and Second Shifts and two (2) days per week on the Third Shift.

2. That Carrier be required to compensate Mr. A. Pickering, Mr. C. Hebert and Mr. H. P. Brodhead for any monetary loss sustained by them through this violative action, beginning March 27, 1975 forward and until such time as the violative action ceases.

OPINION In March of 1975, two (2) Car Foremen and one (1) Relief Mechanical Foreman positions were abolished. In another bulletin, Carrier OF BOARD: advised that six (6) Car Inspector positions would be abolished.

At about the same time, Lead Car Inspector and Relief Lead Car Inspector positions were established.

While the Employees recognize that Rule 2(f) does not require the maintenance of any positions, they urge that once it is decided that supervision is necessary, it must be performed by Supervisors as defined in Rule 1.

The Organization recognizes that Carrier can establish Lead Inspector positions - but it argues that it may not do so at the expense of the employees it represents.

We note that the Lead Car Inspector position has been a part of the Carrier's shop craft agreement for many years (Rule 14). Carrier asserts that incumbents of that position have functioned prior to, and after, ARSA's certification. Further, Carrier insists that basic supervision is still provided during pertinent times of each shift.

We do not question that a Carrier may not unilaterally transfer the work of one group of employees to another group, when said work is protected by an enforceable scope rule; but, we are not able to find proof of such action here.

In short, the Employees have not demonstrated that Lead Inspectors have performed supervisory duties as contemplated in the ARSA Agreement, nor is there evidence that Yardmasters did anything more than properly allowed by Rule 842.

FINDINGS:

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

The carrier and the employes involved in this dispute are respectively carrier and employe 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.

The parties to said dispute waived right of appearance at hearing, but were granted privilege of appearing before the Division with Referee sitting as a member thereof, to present oral argument.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Fourth Division

ATTEST:

Executive Secretary
National Railroad Adjustment Board

By: 
Assistant Executive Secretary

Dated at Chicago, Illinois, this 7th day of July 1977