

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Emmett Ferguson, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**CHICAGO, ROCK ISLAND AND PACIFIC  
RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, that:

(1) Mary J. Cook, #1049 Record Clerk (coding), rate \$247.17, Lorraine C. Kenny, #1050 Record Clerk (coding), rate \$247.17; Mrs. R. Q. Ward, #1051 Record Clerk (coding), rate \$247.17; and Dorothy C. Cronquist, #1052 Record Clerk (coding), rate \$247.17, be paid monetary loss effective July 17, 1950, until violation has been corrected.

(2) All employees affected by this violation and of positions abolished, as shown under item (1) of this Statement of Claim, be reimbursed for all monetary loss sustained.

(3) The clerical work of coding car records now be returned to the Auditor Car Service Accounts' seniority district and removed from the Machine Bureau.

**EMPLOYEES' STATEMENT OF FACTS:** October 22, 1937, an Agreement was negotiated and signed, to become effective November 1, 1937, establishing a Machine Bureau in the Hamilton Park Auditors' Offices, Chicago. (See Exhibit No. 1.)

March 18, 1939, Agreement was negotiated and signed, to become effective April 1, 1939, amending and supplementary to the Agreement which became effective November 1, 1937. (See Exhibit No. 2.)

December 8, 1949, Letter of Understanding was agreed upon, transferring work from the Auditor Car Service Accounts to the Machine Bureau. (See Exhibit No. 3.)

Effective January 3, 1950, the tabulating of car records was transferred into and made a part of the Machine Bureau covered by the Agreement dated March 18, 1939.

The entire operation was thoroughly explained to you by Messrs. Bowen and Sindelar. They pointed out that the codes for car initials were static and once memorized by Keypunch Operators, it was not necessary for them to refer to code sheets, only very infrequently for tank cars or some other off-line cars. It was also stated by Mr. Sindelar that the Keypunch Operators were coding per diem records from documents sent to the machine bureau by the Car Service Office and have been since that part of the work was placed on the machines.

Prior to the establishment of the machine bureau a conference was held in Mr. Bowen's office on December 9, 1949 and at that time an agreement was reached to transfer this work to the IBM machine system and while all of the details in connection with this matter were not discussed in this conference, it was understood by the carrier representative that the IBM machine system of handling included the work which is now being performed by the Keypunch Operators.

I do not feel that any work has been removed from the Car Service Office because there was no coding performed prior to establishing the machine bureau, and therefore, your claim is respectfully declined.

Yours truly,

/s/ G. E. Mallery

cc-Mr. C. A. Bowen"

Reviewing again the facts of this dispute, we fail to see where the Carrier has violated either the Master Agreement or the Letter of Agreement contained in this Submission.

We respectfully petition the Board to deny the claim.

(Exhibits not reproduced).

**OPINION OF BOARD:** In this docket we have a situation where claim is made based on coding of car records. The brotherhood asserts that prior to the installation of the machine system, the wheel reports were separated and manually sorted. With the inauguration of the machine system, coding of the records was done by the aggrieved employes for a few months. It is because of the discontinuance of this temporary coding work that the monetary claims and the demand for the return of the work to the car service seniority district is advanced.

There is no dispute between the parties on the fact that under the old manual system "it was not necessary to code these items". That being so, we are of the opinion that the letter agreement of December 8, 1949, and the temporary practice of coding during the beginnings of the machine system, do not now establish a proper basis for support of the claimants' position. The establishment of the machine system was agreed to by the parties and if there is no longer any need for coding as such, that result must have been anticipated when the parties entered into the agreement.

**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 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

That there has been no transfer of work in violation of the governing agreements.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon  
Secretary

Dated at Chicago, Illinois, this 28th day of October, 1953.