

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Carroll R. Daugherty, Referee

PARTIES TO DISPUTE:

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

CENTRAL OF GEORGIA RAILWAY 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) The Carrier violated the rules of the Clerks' Agreement when, effective June 1, 1954, without conference and/or agreement on the part of the employees' representatives, it unilaterally and arbitrarily transferred work which had always theretofore been performed by Interline Clerks, in the office of Auditor of Revenue, Accounting Department, Savannah, Georgia, at salaries preponderantly running at \$348.12 per month (plus adjustments since given by the November 5, 1954 Agreement), to IBM Key Punch Operators' positions generally compensated at \$287.12 per month (plus adjustments since given by the November 5, 1954 Agreement) and that therefore,

(2) All IBM Key Punch Operators' positions required or permitted to perform any of the work of the Interline Clerks' positions, supra, shall be adjusted to parity with the salaries of the Interline Clerks' positions, and that,

(3) IBM Key Punch Operators Miss A. M. Faust, Miss A. B. Ingram, Mrs. M. L. McCurry, Miss M. V. Miltiades, Mrs. L. J. Waters, Mrs. E. F. Woods and/or their successors, if any, shall now be compensated for the differences between the salaries received, generally running about \$287.12 per month (plus adjustments since given by the November 5, 1954 Agreement) and the salaries they should have received, preponderantly running at \$348.12 per month (plus adjustments since given by the November 5, 1954 Agreement).

EMPLOYEES' STATEMENT OF FACTS: There are, for the purposes of this claim, a total of six (6) positions of IBM Key Punch Operators located in the Office of the Auditor of Revenue, Savannah, Georgia, in Accounting Department Seniority District No. 3, of which five (5) positions are listed as IBM Key Punch Operators and the salaries of these positions are \$287.12 per

any reasonable doubt that Carrier has properly interpreted and applied the Agreement all these years, and therefore, the claim is not valid. For these reasons, Carrier urges this honorable Board to render a denial award.

All data submitted in support of Carrier's position in this case has been presented orally or by correspondence to the Employees or duly authorized representative thereof, and made a part of the dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimants are Key Punch Operators in the office of the Carrier's Auditor of Revenue, Savannah, Georgia. They punch a variety of information on various IBM card forms. The cards are then run through IBM machines for the making of various calculations for various purposes.

The main function of Interline Clerks is to determine the proper divisions of total revenue charges among the carriers involved in the multi-carrier shipments. Before the instant dispute arose, these clerks inserted said divisions on abstracts and used calculating machines to compute the amounts due each carrier.

In October, 1952, Carrier transferred to machine tabulation the making of certain interline calculations for five railroads. The number of Interline Clerks was subsequently reduced from fifteen to twelve. Under this new arrangement the Interline Clerks put the divisions on slips which were then attached to the waybills. When the Key Punch Operators as usual punched other information from the waybills on to the I.B.M. cards, they now also punched the divisions data on to said cards. The cards were then sent to the I.B.M. Machine Bureau, which made the calculations previously done by the Interline Clerks.

Claim was made for rate increases for I.B.M. Machine Operators in the Machine Bureau, on the ground that they had been given work previously performed by the Interline Clerks. That matter was negotiated to a conclusion by the Parties and is not before this Board. Claim was also made by the Employees in behalf of the Key Punch Operators. Carrier declined same, and this dispute is now before this Board.

In support of claims Employees stand on Rules 58 and 69, especially the latter. Rule 58 deals with wage rates for new positions and at once raises the question as to whether after the above-mentioned change was made, the Key Punch positions were in fact new positions within the meaning of the Parties when they wrote Rule 58. The evidence of record establishes that the nature of the Key Punch positions is not altered when the Operators have more or fewer items of information to punch on the cards, as they have from time to time. Given the fact that after the above-mentioned change the Key Punch Operators had one or more items to punch, it must be concluded that their positions were not thereby made new ones; and Rule 58 does not apply.

Rule 69 says that employees temporarily or permanently assigned to higher rated positions shall be paid the rates of such position. The employees here contend that the Key Punch Operators, while punching the additional items involved in the transfer of five roads' accounts to machine tabulation, were in effect assigned to the higher rated Interline Clerk positions and so should be paid the latter's rates. Carrier contends that the Key Punch jobs have in no wise been changed.

These arguments again pose an issue of fact. It appears from the record that the above-mentioned change from Interline to Machine calculation did transfer some of the Interline Clerks' duties to those of the I.B.M. Machine Operators in the Machine Bureau; and Carrier, through agreement with Employees, recognized same. The question before us here, then, is whether said transfer was from the former Interline operation to machine operation as a whole (including Key Punching) or just to I.B.M. machine operation. In other words, did a significant portion of the previous Interline Clerk duties for the five roads rub off on to the Key Punch Operators?

From the evidence of record we think that the Employees have failed to establish any noteworthy transfer of Interline Clerks' work to Key Punch Operators as such. Therefore, Rule 69 cannot properly be said to apply, within the meaning intended by the Parties when they wrote it, to the case here before us. Key Punch Operators have not in fact or effect been transferred to the higher rated Interline Clerk positions.

This being so, there certainly can be no justification for sustaining the claim as presented to this Board. That is, the claim for payment of the difference between the full Interline Clerk rate and the Key Punch Operator rate must be denied.

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 Employee involved in this dispute are respectively Carrier and Employee 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois this 5th day of June, 1958.