

Award No. 9446

Docket No. CL-8915

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Howard A. Johnson, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: *Claim of the System Committee of the Brotherhood that:*

(a) The Carrier violated the Clerks' Agreement when, without agreement between the Parties, it declared abolished nine Posting Clerk positions in the seniority district of Station Accounting Bureau, Office Auditor of Freight Accounts, Atlanta Georgia, and transferred the work of the positions to a separate seniority district and,

(b) As a penalty for the violation, the Carrier shall additionally compensate the occupants of the nine positions so declared "abolished", namely, T. C. Padgett, E. B. Stanley, J. B. Robertson, C. B. Ragsdale, H. T. Rodriguez, B. K. Giles, S. H. Martin, J. L. Cowart and L. A. Todd at the pro rata rate of their "abolished" positions, the penalty to apply from sixty (60) days prior to the date claim was filed (May 4, 1955) or the effective date of the abolishment, whichever is applicable, and continue until the Carrier shall have corrected the violation.

EMPLOYEES' STATEMENT OF FACTS: In Carrier's Office of Auditor Freight Accounts, Atlanta, Georgia, there are three separate and distinct seniority districts; the Machine Accounting Bureau, the Station Accounting Bureau, and the so-called "Clerical District". The instant dispute has to do with the Carrier's unilateral transfer of the work of the nine Claimants' "abolished" positions from the seniority district of Station Accounting Bureau to the seniority district of Machine Accounting Bureau.

Claimants held seniority in the Station Accounting Bureau seniority district. They were regularly assigned to positions styled "Posting Clerk". The duties of Claimants were to "post" to Agent's accounts monies collected and paid out by the Agent at the particular station.

On January 15, 1955, and continuing as set forth in Employees' Exhibit "A", the Carrier gradually "abolished" Claimants' positions and began to perform the work by a different method. Documents which had previously

duced, in the three districts of the AofFA office in accordance with the class of work (preponderating duties of bulletined positions) necessary to be performed in the respective districts. Work of the entire office has been so performed since 1930. It has been done in accordance with Rule 5 and other provisions of the clerical agreement, not in violation thereof as the employees are now alleging. Thus, although the former local chairman conceded in his letter of June 15, 1955 that the carrier has the unquestioned right to change methods of work without negotiation and agreement thereon, he nevertheless seeks to block carrier's right by alleging a violation of the very rule (Rule 5) in which the parties have authorized the establishment of a section or sub-department of an office as a separate seniority district, in connection with an office that has been specifically covered by this rule for many years. Separation of the machine bureau as a separate seniority district, effective January 16, 1929, was agreed to by Memorandum signed at Washington, D. C., March 14, 1930, by L. W. Reigel, then General Chairman, and C. D. Mackay, then Assistant to Vice-President (Carrier's Exhibit A-1). Although various changes in work and in method of performance have occurred over the years in each district, work of the Atlanta audit office has been performed in the machine bureau in accordance with the preponderating duties of positions established in that district. Thus, both the contentions (1) that work of abolished positions was transferred and (2) that such work was transferred to another district in violation of Rule 5, are erroneous and without foundation in fact.

Part (b) of the Statement of Claim demands that:

"As penalty for the violation, the Carrier shall additionally compensate the occupants of the nine positions so declared 'abolished', namely T. C. Padgett, E. B. Stanley, J. B. Robertson, C. B. Ragsdale, H. T. Rodriguez, B. K. Giles, S. H. Martin, J. L. Cowart and L. A. Todd at the pro rata rate of their 'abolished' positions, the penalty to apply from sixty (60) days prior to the date claim was filed (May 4, 1955) or the effective date of the abolishment, whichever is applicable, and continue until the Carrier shall have corrected the violation."

Carrier has repeatedly pointed out to the employe representatives that in the filing of claims involving money payments, it must be shown that there was a violation of some specific provision of the agreement between the parties which deprived claimants of the compensation claimed. In this case, carrier has shown that there has been no violation of the agreement as alleged and further that claimants have not been deprived of any rights entitling them to any additional compensation whatever.

For the reasons set for the herein, this claim is not supported by the provisions of the effective agreement and should be denied in its entirety. Carrier respectfully requests that the Board so decide.

All pertinent facts and data used by the Carrier in this case have been made known to the employe representatives.

(Exhibits not reproduced)

OPINION OF BOARD: The Employes' Position is that the changes in question constituted unilateral transfer of work from one seniority district to another in violation of Rule 5 which set up definite seniority districts changeable only by agreement; and that they also violated Rule 46 which provides as follows:

"Except as otherwise provided in these rules, established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules."

The record shows that the work of the Posting Clerks in the Station Bureau, whose positions were abolished, was the posting of cash entries from the cashbook sheets to "pro book" sheets. Neither the cashbook sheets nor the pro book sheets were prepared in the Station Bureau; the cashbook sheets were prepared and sent in by the various freight station agents; the pro book sheets were prepared in the Machine Bureau from freight bills, and were sent in to the Station Bureau. The Station Bureau and Machine Bureau constitute different seniority districts.

The changes in question eliminated the pro book sheets, and therefore eliminated the posting from cashbook sheets to them. That work is no longer done. *Instead, the entries on cashbook sheets are coded by two new Coding Clerks in the Station Bureau.* The cashbook sheets are then sent to the Machine Accounting Bureau, where the entries are punched on cards from which IBM collating and printing machines automatically group and print the completed records. Thus the new work, the coding, is done by the new Coding Clerks in the Station Bureau, and the final work, as before, is done in the Machine Bureau. The intermediate step of posting between cashbook sheets and pro book sheets, formerly done in the Station Bureau, is not done at all.

In short, the changes entirely eliminated the pro book sheets and therefore the posting to them from the cashbook sheets. While thus the cashbook sheet entries are still processed and made effective, the two steps mentioned were entirely eliminated and not merely transferred to the Machine Bureau. New positions were established to perform the new work in both bureaus, two of them in the Station Bureau to perform the new coding work resulting from the changes. The pay rates of the newly established positions were apparently not lower than those eliminated.

These changes were made gradually during the first half of 1955. Other positions, including some of the new ones, were bid in by the Claimants, four in the same seniority district and five in the Machine Bureau. While all of the Claimants but one lost some time through the changes, ranging from one to seven and one-half months, with an average of two and one-sixth months for the nine, only one of the the changes resulted in a lower pay rate; it was \$.33 per day lower for eight and one-half months, and thereafter \$.43 per day higher than the original rate of the position abolished. The pay rate of two Claimants were the same for 5½ and 7 months, respectively, and then respectively \$.56 and \$1.16 higher. The pay rates of all the others were higher in their new positions than in those abolished.

It seems clear from the record that these changes did not constitute the transfer of work from one seniority district to another, but that on the contrary they involved the installation of new equipment which eliminated certain work steps and therefore certain positions. It has long been settled that such changes do not constitute violations of the Agreements. (Awards 8656, 6416, 4063, 3051.)

As noted above, new positions were established in both seniority districts to handle the new work. The Vice General Chairman's letter to the General Auditor of Revenues stated that "from eight to twelve employes are needed to perform, by the new method, the work formerly done by the 'posting

clerks'", the nine Claimants here. And as above noted, the changes did not result in reducing the rates of pay except for one man, and then only a small reduction for 8½ months, followed by a more than compensating increase.

Thus the record does not indicate that old positions were discontinued and new ones created "for the purpose of reducing the rate of pay or evading the application" of the Rules. We cannot, therefore, find that Rule 46 (e) has been violated.

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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May 1960.