

Award No. 10980
Docket No. CL-10906

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

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

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Chesapeake District)**

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

(a) The Carrier violated and continues to violate the terms of the Clerical Agreement by failing and refusing to properly classify, rate, bulletin and assign positions performing certain work in the Office of Auditor of Revenues, General Office District, Richmond, Virginia, in connection with the computerization of work requiring instead Messrs. K. Crumpton, E. P. Landrum, V. C. Wright, M. R. Sale, P. T. Woods, G. R. Creekmur, T. N. Woodfin and A. J. Eastman, who are regularly assigned Recheck Rate and Division Clerks, to leave their regular assignments and perform the work in question; and

(b) That the necessary positions shall now be classified, rated, advertised and assigned in accordance with applicable rules of the Agreement; and

(c) That Messrs. Crumpton, Landrum, Wright, Sale, Woods, Creekmur, Woodfin and Eastman, including also their substitutes and/or successors, be compensated an additional pro rata day's pay based on the rate applicable to such work but in no case less than the rate of the positions to which they are rightly assigned under the Agreement, retroactive sixty (60) days from the date of this claim and to continue until the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: 1. Each freight shipment by common rail carrier is accompanied during carriage by a document known in the industry as a "waybill." The waybill is a printed standardized form which is filled in at the origin station to show origin, date, car ownership and number, waybill number, description of property covered, consignor and

Secondary Considerations

The Board may notice that different people are named in the three claims filed in this dispute down through its development, despite the fact that only eight are named in the instant case.

This is explained by the fact that the claims were submitted at different times, and the claim as presented at the particular time showed the persons occupying the positions covered by the particular claim at the particular time.

CONCLUSIONS

The Carrier has shown that it proceeded fully in accordance with all applicable agreement rules in the performance of the work of making the master reference cards for computerization of certain freight revenue accounting in that:

1. Such work was performed by the class of employees which had performed the preponderant part of the nearest similar work (of similar kind or class) in the past.
2. Such work was performed by the higher rated employees, and there was no reduction of rates in any instance.
3. Such work was performed as far as possible during regular straight time work hours. Where not possible to do the work during straight time work hours and it was necessary to work overtime, all qualified employees in the section were worked overtime, and the overtime paid for at punitive rates.
4. The Carrier and the Employees by duly negotiated agreement have assigned similar work of making what master cards will be needed from time to time in the future to Recheck Rate and Division Clerks just as the work was assigned during the period of this claim.
5. It was neither practicable nor required by any rule or provision of supplemental agreement that additional positions be established to do the work in question.
6. The agreement has not been violated, and the claim should be denied in its entirety.

All data contained in this submission have been discussed in conference or by correspondence with the Employee representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a dispute between The Brotherhood of Railway and Steamship Clerks and The Chesapeake and Ohio Railway Company.

Under date of July 29, 1954, the parties entered into an Agreement to outline the work procedures and method to use in the realignment and/or

elimination of certain work within the offices of Auditor of Revenues and the Auditor of Statistics.

Part of this work involved compiling Master Reference Cards. The Organization contends that Section 43 of the Agreement gave the work to Rate and Division Clerks.

"43. Division Clerks (A. of R.) will apply divisions to abstracts manually and prepare a Master Reference Card for each movement that can be mechanized. The divisions on the abstract will be extended by the Calculator Clerks (A. of R.).

There are two types of Division Clerks (i.e.) Rate and Division and Recheck Rate and Division Clerks. The Carrier assigned the preparation of the Master Reference Cards to the Recheck Rate and Division Clerks.

When overtime became necessary, the Carrier assigned the overtime work to both.

We cannot insert the word "Rate" before the word Division in the Agreement. Consequently, we find that the Agreement authorized the Carrier to use Recheck Rate and Division Clerks for this work.

There may well be some questions as to jurisdiction but we have considered the merits in order to settle the dispute.

For the foregoing reasons we find the Agreement was not violated.

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

That the parties waived oral hearing;

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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of December 1962.