

Award No. 11675

Docket No. CL-11553

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Jim A. Rinehart, 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 and continues to violate Rules of the Clerical Agreement, when, in the Computer Accounting Center, Atlanta, Georgia, it arbitrarily and unilaterally removed work that for many years had been assigned to and performed by employees in the Rate Department of the Office of Auditor of Freight Accounts, Atlanta, Georgia. The Carrier assigned this work to and required or permitted it to be performed by E. L. Davis, an official of the Computer Center, H. B. Burks, Electronic Coder, George Thornberry, Official Electronic Analyst, L. K. Tyler, official Electronic Analyst and other officials and coders in the Computer Accounting Center, and

(b) Claimants C. W. Pittard, C. J. Harvey, C. D. Lunsford, E. B. Waid, J. F. Guldenschuh, W. A. Stevenson, T. F. Kehoe, A. H. Christopher, T. M. Pender, Wm. H. Fairfax, A. L. Eggers, H. Chapman, P. C. Reiff, C. R. Burdette, C. A. McKibben, F. A. Dodds, W. H. Davis, C. C. Stretch, F. T. Norvell, C. H. Matthews, W. L. Payne, F. W. Stover, I. J. Harrover, A. W. Hurley, O. E. Williams, W. L. Leinmiller, C. C. Clark, F. S. Bowen, T. E. Cook, Jr., J. D. Hartsfield, Leroy Hines, J. F. Robinson, Jr., Wm. N. Fox, C. T. Morris, H. E. Amy, H. L. Price, F. B. Schroer, F. T. Daly, A. J. Johnson, R. W. Lipop, G. H. Bupp, V. V. Pierce, E. B. Joiner, E. M. Burk, J. R. Davis, C. M. Ashby, J. P. Carr, I. O. Martin, G. V. Kelly, E. V. Russell, J. J. Pfeiffer, J. J. Moore, H. F. Knuever, R. L. Scroggs, L. F. Eldridge, O. C. Spence, G. H. Kennemore, G. T. Wade, W. B. Jones, O. E. McGuire, E. P. Money, F. L. Smith, T. A. Hornsby, M. F. Stevenson, W. O. Henderson, F. G. Daniel, W. S. Clerk, W. J. Hamby, G. H. Tenhundfeld, M. McCoy, M. C. McCurry, C. E. White, Jr., Dan Hill, D. R. Turner, H. D. Ross, M. E. O'Brien, Val Foster, N. D. Green, C. E. Marshall, E. E. Thompson, R. C. Hines, H. W. Miller, Jr., J. T. Johnson, S. E. Hambrick, T. E. Barksdale, C. S. Ivey, Jr., Geo. A. Cheney, Clyde Herren, W. L. Howard, P. Ashcraft, W. B. Duke, C. R. Glaze, H. E.

Puckett, H. P. Quinn, A. S. Tiller, M. B. Rogers, W. M. Kuhnen, Jr., E. E. Scroggs, H. D. Bryant, W. A. Turner, G. T. Weldon, G. N. Bishop, R. M. McGregor, D. F. Blue, L. M. Thompson shall be compensated at their proper overtime rates of pay (time and one-half) for twenty (20) hours per week, commencing sixty days prior to the date of initial claim, October 7, 1958, and continuing until such time as the rules violations have been discontinued, and the work in dispute has been returned to the Rate Section of the Office of Auditor of Freight Accounts, Atlanta, Georgia.

EMPLOYEES' STATEMENT OF FACTS: There is in effect an Agreement between the Parties bearing effective date of October 1, 1938, revised as of June 1, 1952, to include all rules revisions, certain amendments, interpretations and memoranda agreed to subsequent to October 1, 1938. There is also in effect between the Parties a Memorandum Agreement dated November 12, 1956, covering the establishment of Computer Accounting Center in the General Office Building, Atlanta, Georgia. A copy of the effective Agreement is on file with your Division and is by reference made a part of this Submission. Certain Rules, or portions thereof, will be quoted for ready reference and in support of employees' position. A copy of Memorandum Agreement, dated Washington, D. C., November 12, 1956, is attached hereto and is referred to as Employees' Exhibit "A". Concurrently with the Memorandum Agreement of November 12, 1956, the Parties entered into a separate letter Agreement covering the establishment of six (6) "Electronic Coder" positions in the Computer Accounting Center at Atlanta, Georgia (Employees' Exhibit "B").

(2) Agreements dated November 12, 1956, referred to in paragraph one of Employees' Statement of Facts do not provide for the removal of work from the Rate Section of the Office of Auditor of Freight Accounts to the Computer Accounting Center.

(3) Bulletined duties of employees in the Rate Section of the Office of Auditor of Freight Accounts, Atlanta, Georgia, call for the revision of received abstracts, rechecking of all forwarded and intermediate abstracts, and/or any work pertaining to rates and divisions.

(4) Employees of the Computer Accounting Center are checking percentages and divisions out of percentage issues and division sheets. They are also correcting automated prehead abstracts, work on which the rates and divisions have already been checked by the Rate Department, and are performing many other operations that job assignments, past practice and precedent clearly and without doubt have placed as the responsibilities and duties of employees working in the Office of Auditor of Freight Accounts — Rate Department.

(5) Employees' Exhibits "C", "E", "G", "H", "J" and "N" represent letters addressed to Carrier officers pinpointing violations of the Clerical Agreement and explaining employees' position in the claim. Employees' Exhibits "D", "F", "I", "K", "L" and "M" cover correspondence received from Carrier officers.

(6) The Carrier considers Electronic Analyst positions as "Official" or "Excepted" positions and as such their occupants are not to perform schedule work. Electronic Coder positions are covered by the provisions of the Clerical Agreement, but they are not to perform work regularly assigned to and normally performed by employees in the Rate Department of the Office of Auditor of Freight Accounts. Employees' Exhibit "O" is a copy of Bulletin No. 4, dated December 19, 1956, issued by W. R. Donaldson, Auditor of Com-

the parties agreed to the establishment of schedule electronic coder positions to work with and assist the staff of official analysts in the EDP programming section at Atlanta.

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: Prior to November 12, 1956 a dispute existed between the Clerks Organization and the Carrier in which the clerks claimed official analysts with assistance of special rate clerks, excepted positions, were performing certain work including the compiling and coding of divisional tables that should be done by clerks covered by the Agreement. The work was research and programming of accounting work for processing on an I.B.M.-705 Electronic Computer at the Computer Center at Atlanta, Georgia.

On November 12, 1956 a Memorandum Agreement was negotiated covering the establishment of the Computer Center, as a separate seniority district, for processing work under the jurisdiction of the accounting department, on the electronic computer.

Pursuant to the Agreement Carrier on December 19, 1956 issued Bulletin No. 4 for 6 electronic coders whose preponderating duties were broad and it among others specified the following:

" . . . This Coder effort must be accurate in the minutest detail. Ability to consolidate, arrange and rearrange information and data in proper sequences, such as station names, numbers, miles, division formulae and other data, into charted tables of various designs and character to be used as input information to the machine. The highest degree of accuracy is required.

"Perform such other work of verification of code sheets as assigned. Electronic Coders will work under the general supervision of the Chief Analyst and will perform their assignments in direct association with and under the direct supervision of the Analysts."

The dispute then settled by Contract is the same one presented now. The same claims are made again. Claimant has failed to show any difference. Nothing is shown to indicate that what has been done was not in the contemplation of the parties and within the terms of the Agreement. While the increase in automation involves the life and death of many jobs, we cannot say that parties were unaware of that when they entered into the Agreement of November 12, 1956. The Board must apply the Agreement as written, it cannot and should not rewrite it. Award 11513 (Stark), 8676 (Vokoun), 7166 (Carter), 9198 (Weston).

There is no question but that Carrier complied with 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 Employes 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 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 5th day of August 1963.