



Award No. 15786
Docket No. CL-16138

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John J. McGovern, 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 (GL-5908) that:

(a) Carrier violated the Agreement when it required Mr. R. W. James, Computer Operator to leave his assigned position in the Operating Department Computer Center seniority district and perform work in the Computer Accounting Center seniority district.

(b) Carrier shall be required to cease and desist from requiring clerical employees to cross properly established seniority districts for the purpose of performing clerical duties therein.

EMPLOYEES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as the representative of the class or craft of employees in which the Claimant in this case holds a position and the Southern Railway Company.

In the year 1956, the Southern Railway announced its intention to install a Type IBM-705 electronic data processing machine and certain auxiliary computing equipment in their General Office Building Atlanta, Georgia. In November of that year, two mutually acceptable separate Memorandum Agreements were entered into with respect to the rights of clerical employees to positions that were needed and subsequently established to operate this new equipment.

One of these Agreements provided for the establishment and maintenance of a separate seniority district for the office of Auditor of Computer Accounting on the fifth floor of the Southern's General Office Building in Atlanta, Georgia. The other provided for the establishment and maintenance of a separate seniority district for a new office of Manager, Operating Department Computer Center, which was located on the eighth floor of the Southern's General Office Building in Atlanta, Georgia.

**"RULE 14.
CONSOLIDATION OR DIVISION OF OFFICES
OR DEPARTMENTS**

(Revised, effective October 1, 1938)

(a) When, for any reason, two or more offices or departments are consolidated, or an existing office divided into two or more offices, employees affected shall have prior rights to corresponding positions of their class in the consolidated or separated office or department, carrying their seniority of that class with them. After such rights have been exercised, seniority rules will govern. Employees who assert such rights will retain and continue to accumulate any seniority they may have in other classes on district from which they transfer, with the understanding this seniority may be exercised only as specified in Rules 9 and 10.

(b) (Effective October 1, 1938.) It is agreed that provisions of this Rule 14 shall in no way affect special understandings now in effect with respect to seniority of certain employees who have heretofore transferred from one seniority district to another, or to employees who have established seniority rights in offices or departments that have been heretofore consolidated."

The following Memorandum of Understanding was entered into by Carrier and its employees represented by the BofRC on July 25, 1957:

"WHEREAS, Rules 9 and 14 of the Clerks' Agreement do not specify the amount of advance notice to be afforded employees affected when consolidations or transfers of positions from one clerical seniority district to another are to be made, and

WHEREAS, the parties agreed that advance notice is desirable in such cases,

NOW, THEREFORE, UNDERSTOOD AND AGREED THAT:

In the application of existing Rules 9 and 14 of the effective Clerks' Agreement, when consolidations or divisions of offices or departments, or transfers of positions from one seniority district to another are to be made, as much advance notice as possible, but not less than sixty calendar days, in writing will be afforded to affected employees of the intended consolidation, division, or transfer. It is agreed that the posting of such notice in the offices or districts affected, with copy to the General Chairman, will constitute compliance with this understanding.

The provisions of this Memorandum shall become effective August 15, 1957, and shall not apply to any consolidations or transfers originating prior to that date."

(Exhibits not reproduced.)

OPINION OF BOARD: The principal question presented for resolution in this case is identical to the issue contained in Award 15785. The same rules of

the basic contract as well as the Mediation Agreement of July 25, 1957 are likewise involved; for the reasons contained in the opinion in Award 15785, we will deny the claim.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of July 1967.

LABOR MEMBER'S DISSENT TO AWARD 15786, DOCKET CL-16138

Dissent to Award 15785, Docket CL-16141, is adopted as my dissent to Award 15786, Docket CL-16138, an equally erroneous award.

D. E. Watkins
Labor Member
8-14-67