



Award No. 16451

Docket No. CL-16888

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

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

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6175) that:

(1) The Carrier has violated and continues to violate the Clerks' Agreement of December 1, 1956, as amended, at the combined Columbus, Georgia Yard Office and Agency as hereinafter outlined and that, therefore

(2) Yard Clerk H. E. Harvey, salary \$507.97 per month (subject to any subsequent wage adjustment), shall now be paid ten (10) hours penalty overtime for each Friday and Saturday, beginning October 29th and 30th, 1965, and continuing thereafter until this violation is corrected, and that

(3) Chief Clerk W. O. Murray, salary \$568.19 per month (subject to any subsequent wage adjustments) shall be paid ten (10) hours penalty overtime for each Sunday, beginning October 31, 1965, and continuing until this violation is corrected, and that

(4) Steno-Clerk R. M. Bentley, salary \$532.06 per month (subject to any subsequent wage adjustments), shall be paid ten (10) hours penalty overtime for each Monday and Tuesday, beginning November 1st and 2nd, 1965, and continuing thereafter until this violation is corrected, and that

(5) Yard Clerk C. J. Alford, salary \$516.00 per month, (subject to any subsequent wage adjustments), shall now be paid ten (10) hours penalty overtime, beginning Wednesday and Thursday, November 3rd and 4th, 1965, and continuing thereafter until this violation is corrected, and that

(6) The successor or successors in interest of the above employees likewise be paid in the same manner from the effective dates that this violation exists, and continuing thereafter until the violation is corrected, and that

(7) The records of the Carrier shall be checked jointly with the General Chairman to determine the extent of reparations due each and every employe as long as this violation continues.

EMPLOYEES' STATEMENT OF FACTS: Effective September 7, 1965, the Yard Office forces, which previously occupied a building approximately two hundred yards west of the Freight Agency at Columbus, Georgia, were moved to the Freight Agency and into the same office as was formerly occupied only by the Freight Agency forces, and copy of bulletin notifying Yard Office Clerks of this change is hereto attached and identified as Employees' Exhibit No. 1. The rates of pay of all Yard Office Employees are shown in the attached exhibit, which is herein identified as Employees' Exhibit No. 2.

List showing the assignments of all of the Yard Clerks, that is, their work duties, relief duties and salaries, is hereto attached and identified as Employees' Exhibit No. 3. A further list, dated November 17, 1964, which outlines in more detail the duties of each of these assignments and the occupant thereof, is hereto attached and identified as Employees' Exhibit No. 4.

September 15, 1965, Terminal Trainmaster R. J. Reilly, whose office was moved from the old Yard Office to the Freight Office, issued a bulletin to all clerks to the effect that Yard Clerks were not to make any more overtime, and copy of this bulletin is hereto attached and identified as Employees' Exhibit No. 5.

Concurrently with the issuance of the bulletin of September 15, 1965, Agent, Terminal Control J. R. Stansell, began performing from about 7:00 A. M. and continuing through until generally about 6:00 P. M. on a seven day per week basis, all of the clerical work he could possibly perform, such as making reports and records as required, and other clerical duties normally performed by Chief Clerk and all other clerks in the office as shown in Items 1, 2, 3, 4, 5, 6, 8, 9 and 10 and on relief positions No. 1, 2 and 3 which are described on Pages 1, 2, 3, 4, 5, 6 and 7 of the assigned list of duties herein referred to as Employees' Exhibit No. 4, and Mr. Stansell has continued to do this work beginning same on September 15, 1965 and is continuing to perform same at the present time. All of the duties being performed by Mr. Stansell are enclosed in parenthesis in the items referred to in Employees' Exhibit No. 4. Summarized, Mr. Stansell is:

- (1) Performing Form 6 which takes the place of old home route cars.
- (2) Makes the Xerox picture of cars going to Seaboard Air Line connection.
- (3) Stamps way bills going everywhere, that is, on incoming trains.
- (4) Places LDX stamps on way bills after being run through the LDX scanner.
- (5) Operates the LDX scanner.
- (6) Operates the Xerox machine.
- (7) Assists clerks in any manner needful to be of service.

The foregoing correspondence shows that this baseless and erroneous claim has been declined by each and every Carrier officer on the property. The self-serving assertions, contentions and conclusions made by the Brotherhood's General Chairman have been denied. No showing has been made that the clerical employes have the exclusive right to perform the "work" claimed for them by the General Chairman; nor that the claimants are entitled to the penalties demanded. The claim is without any semblance of merit, and should most certainly be denied in its entirety.

THE AGREEMENT

The rules and working conditions agreement is effective December 1, 1956, as amended. One of the amendments is that of April 16, 1965, in which agreement Carrier entered into a so-called stabilization of employment agreement with the employes of the clerks' craft or class, a copy of which agreement is on file with your Board. The agreement, as amended, is by reference made part and parcel of this submission as though reproduced herein word for word.

Under the April 16, 1965 agreement all the named claimants are "protected employes" and under Article IV of such agreement are not to be placed in a worse position with respect to compensation than the normal rate of compensation of positions to which assigned on October 1, 1964 plus any subsequent general wage increases. They are guaranteed the rate of compensation received on October 1, 1964 so long as they protect their rights and until such time as they retire, die or are discharged for cause. Having been guaranteed lifetime pay under the conditions outlined in the referred to agreement, they cannot expect more.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a companion case to Docket No. CL-16835, Award 16450 and is similar to the issues and alleged facts therein with the exception that the Organization alleges that the Carrier's Agent, Terminal Control J. R. Stansell performed clerical duties exclusively belonging to and performed by Clerks, such as stamping way bills, performing Form 6; placing LDX stamps on way bills; operating the LDX scanner and Xerox machine; giving information to the computer center or directly to the yard involved; asking lists of car numbers going to Seaboard Air Line; preparing header cards.

Inasmuch as the issues are similar to Docket No. CL-16835, Award 16450 involving the same parties to this dispute and inasmuch as there is the same failure of proof here, said Award is controlling and we must deny these claims.

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 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 26th day of June 1968.