



Award No. 16452
Docket No. CL-16631

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 EMPLOYES**

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6056) that:

(a) Carrier violated the Agreement at Atlanta, Georgia, when it permitted Supervisory employes H. H. Dorsey, J. W. Crumpler, J. T. Cahoon, and three so-called "supervisory trainees" to perform scheduled clerical work in the Computer Center.

(b) Claimants R. A. Nash, C. W. Sweatmon, and P. H. Browning shall be compensated at the proper rate of time and one-half of their respective rates beginning sixty (60) days prior to June 15, 1964, date of claim, and continuing until violation of Agreement rules ceases.

EMPLOYES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes as the representative of the Class or Craft of employes in which the claimants in this case hold positions and the Southern Railway Company.

Under date of May 8, 1964, Mr. R. A. Nash, Clerk in the Computer Center, Atlanta, Georgia, addressed a letter to Division Chairman Mr. W. M. Flynn requesting that a claim be filed in his behalf at the proper rate of time and one-half dating back sixty (60) days from date that claim was filed, Employees' Exhibit A.

Division Chairman Mr. W. M. Flynn filed the initial claim in this case on June 15, 1964, in behalf of Messrs. C. W. Sweatmon, R. A. Nash, and P. H. Browning, Employees' Exhibit B, and stated:

"Claim is filed for and in behalf of C. W. Sweatmon, R. N. Nash, and P. H. Browning, employes of the Computer Center, Atlanta, Georgia, for eight (8) hours' pay at the proper time and one-half rate

- (b) Machine Operators, all as hereinafter defined in Rule 2..

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"RULE 2.

DEFINITION OF EACH GROUP OF EMPLOYES
AS COVERED BY RESPECTIVE SECTIONS
OF SCOPE RULES

(a) (Revised, effective October 1, 1938.) Clerical Workers. Employees who regularly devote not less than four (4) hours per day to the writing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work, including Depot Ticket Agents and Depot Baggage Agents.

(b) (Revised, effective October 1, 1938.) Machine Operators. Employees who regularly devote not less than four (4) hours per day to the operation of office or station mechanical equipment requiring special skill and training — such as typewriters, calculating machines, bookkeeping machines, dictaphones and other similar equipment, not including those specified under paragraph (d) of this rule.

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"RULE 3. EFFECTIVE DATE

(Revised, effective October 1, 1938.)

This agreement becomes effective October 1, 1938, and supersedes and cancels all former agreements but does not, unless rules are specifically changed, alter practices or working conditions established by or under former agreements."

OPINION OF BOARD: This claim arises out of the Organization's contention that supervisory employes and supervisory trainees in Carrier's Computer Center performed the work of compiling a list of errors made on Terminal Electric Typewriters connected to receivers in said Computer Center and telephoning the various yards with instructions as to correcting said errors, which work Petitioners claim, is exclusively Clerk's work under the Scope Rule of the Agreement.

Carrier's position is the Clerks' Agreement was not violated inasmuch as work involved herein is not clerical work, but was analytical work for the purpose of originating new instructions for the operation of new data processing equipment which was to be installed by Carrier at a later date.

A close examination of the record shows that Petitioners failed to meet their burden of proving by probative evidence that Carrier's supervisory trainees were performing work normally and regularly performed and belong-

ing to Clerks. This Board has held on numerous occasions that mere assertions cannot be accepted as proof. Therefore, 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 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 26th day of June 1968.