

Award No. 16795
Docket No. CL-16926

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, 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-6191) that:

(a) Carrier violated the Agreement at Atlanta, Georgia, when it failed and refused to assign Mr. L. S. Stanfield to one of the positions identified as Data Processing Typist as advertised in Vacancy Bulletins numbers 1, 2, 3, 4, 5, and 6 dated November 10 and 25, 1964.

(b) Carrier shall compensate Mr. Stanfield at the rate of \$22.50 per day (plus all subsequent wage increases), beginning January 1, 1965, and continuing until such time as he is assigned to the position to which his seniority entitles him.

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

Mr. C. L. Stanfield is a clerk at Southern Railway's Inman Yard, Atlanta, Georgia, and is carried on the Southern Railway System, Eastern Lines, Atlanta Division, seniority roster with a seniority date of June 4, 1956.

Mr. L. B. Coursey, Superintendent of Terminals, Southern Railway Company, Inman Yard, Atlanta, Georgia, did on April 28, 1962, post Vacancy Bulletin No. 75 advertising a Yard Clerk-Typist position (Symbol C-5), the preponderating duties of which require, in part, that the applicant for the position "Operate Terminal and standard electric typewriters with speed and accuracy, . . ." A copy of Vacancy Bulletin No. 75 is attached as Employees' Exhibit A.

Mr. L. C. Stanfield was assigned by Assignment Bulletin 75-A to the Yard Clerk position advertised in Vacancy Bulletin number 75. A copy of the Assignment Bulletin is attached as Employees' Exhibit B.

position within fifteen (15) days, and bulletin will be posted giving name of successful applicant. If requested, copy of all bulletins will be furnished Local Chairman.

* * * * *

(c) (Effective February 11, 1918) The term vacancies covers old or new positions to be filled.

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(Emphasis ours.)

OPINION OF BOARD: In November 1964, Carrier changed its system for feeding information from waybills into its computers at its Computer Center at Atlanta, Georgia. Before then yard clerks throughout the system prepared lists on electric typewriters which simultaneously and automatically were reproduced in Carrier's Computer Center and the resulting punched cards were used by clerks to feed limited car information into the computer. Beginning in November, 1964, the yard clerks throughout the system reverted to their previous method of preparing the lists, by pen, pencil or manual typewriter, and transmitted a picture of the waybill to the Computer Center by long distance Xerography (LDX); there, clerks (Data Processing Typists) using special electric typewriters, connected electronically and directly to the computer, copied the required Xeroxed information directly into the computer.

On November 10 and 25, 1964, Carrier issued and posted Vacancy Bulletins Nos. 1, 2, 3, 4, 5, and 6, advertising 36 new positions of Data Processing Clerk at the Computer Center. The closing time for receipt of applications on the November 10th bulletin was midnight, November 12th and of the November 25th bulletin, midnight, November 30th.

On November 12th the General Chairman wrote to Carrier complaining that the work involved in the 12 new positions, bulletined in Vacancy Bulletin No. 1, "... belongs to Yard employes and by rights should have been advertised to them." But it was not until January 19, 1965, that Claimant, a Yard Clerk, filed an application for one of the 36 positions. Carrier did not award any of the positions to Claimant.

On February 9, 1965, Brotherhood filed a claim alleging that Claimant had been improperly passed over for the bulletined positions in violation of Rules 9, 15 and 16. Carrier responded denying the claim; Carrier said that the involved work did not belong to the Yard Clerks who had previously operated the Terminal Typewriters, that the Claimant's application had been filed late, and that Brotherhood had not claimed that Claimant was qualified for the job.

The record shows that the work of the Yard Clerks still is to prepare the waybills and to transmit the information on them to the Computer Center; in preparing and transmitting the lists they now use other equipment than the Terminal Typewriters but they still do the work. However, punched cards are no longer made automatically at the Computer Center end; instead a new operation has been introduced at the Computer Center: feeding data into the computer directly by copying it from the facsimile of the waybill on special electric typewriter connected directly to the computer. This is a change of method and did not result in the transfer of the Yard Clerk posi-

tion to the Computer Center. Thus, we find that Rule 9 is not involved in this case.

The record also shows that Claimant's application for the bulletined positions was filed too late to require consideration by Carrier.

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 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 21st day of November 1968.