

Award No. 17039
Docket No. CL-17290

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Robert A. Franden, Referee

PARTIES TO DISPUTE:

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

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6324) that:

1. Carrier violated the Clerks' Rules Agreement when it required or permitted Internal Auditor, L. A. Montgomery, to perform Time Revisor work in Seniority District No. 45, Tacoma, Washington.

2. Carrier shall now be required to compensate employee J. F. Bryan for eight (8) hours at the penalty rate of Position No. 8003, Time Revisor, for each of the following days:

April 27, 28, 29, 1966

May 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13 and 14, 1966.

EMPLOYEES' STATEMENT OF FACTS: Employee J. F. Bryan, who has a seniority date of August 11, 1936 in Seniority District No. 45, is the regularly assigned occupant of Position No. 8003, Time Revisor at Tacoma, Washington, with hours of assignment from 8 A. M. to 5 P. M., Monday through Friday.

One of the principal duties of the Time Revisor position at Tacoma, Wash. is the revising and correcting of the train and enginemen timeslips.

Employee L. A. Montgomery, who has a seniority date of October 16, 1923 in Seniority District No. 71, is the regular occupant of Position No. 1319 Managing Internal Auditor, and is covered by the provisions of Rule 1(c) of the Clerks' Rules Agreement, and, as such, would be considered a supervisory employee.

A new system of time revision recently inaugurated by the Carrier placed such an additional workload on the two Time Revisors at Tacoma, J. F. Bryan

4. While at Tacoma, employee Montgomery performed no work that was and/or is exclusively reserved to and/or performed by time revisers, including claimant Bryan, and/or any other employee within the scope of the Clerks' Agreement.
5. The March payrolls, with which we are here concerned, were, subsequent to the time employee Montgomery was at Tacoma, entirely reworked manually, item by item, by the time revisers at Tacoma, including claimant Bryan, on an overtime basis and the overtime paid to the time revisers, including claimant Bryan, as a result thereof amounted to \$397.82 in May, 1966; \$970.21 in June, 1966 and \$628.27 in July, 1966, a total of \$1,996.30, and
6. In view of the foregoing and in view of the fact that claimant Bryan was regularly assigned and worked on each of the dates of the instant claim, he was not deprived of any work and/or compensation due him, nor was any other employee within the scope of the Clerks' Agreement.
7. Despite the fact that for the same reason employee Montgomery was sent to Tacoma, other Internal Auditors were dispatched to all other offices where train and engine time revising is performed and while there performed the same functions as were performed by employee Montgomery at Tacoma, the only alleged agreement violation came from Tacoma in the form of the instant claim.

Attached hereto as additional Carrier's Exhibits are copies of the following:

CARRIER'S EXHIBIT B - Copy of letter written by Mr. S. W. Amour, Vice President-Labor Relations, to Mr. H. C. Hopper, General Chairman, under date of October 3, 1966.

CARRIER'S EXHIBIT C - Copy of letter written by Mr. Amour to Mr. Hopper under date of May 17, 1967.

CARRIER'S EXHIBIT D - Copy of notarized statement from Mr. J. J. Nentl, Superintendent at Tacoma, Washington.

CARRIER'S EXHIBIT E - Copy of notarized statement from Mr. Harry E. Hoyer, Chief Clerk to the Superintendent at Tacoma, Washington.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant J. F. Bryan is the regularly assigned occupant of Time Reviser position No. 8003 at Tacoma, Washington in Seniority District No. 45. Employee L. A. Montgomery is the regularly assigned occupant of Position 1319, Internal Auditor, Manager, in Seniority District No. 71. In his position as Internal Auditor Montgomery performs his services in all seniority districts on the property.

After March 1, 1966 the Carrier experienced some payroll difficulties which were caused by the installation of a new computer program. As a result of this difficulty employee Montgomery was dispatched to Tacoma where time revising is done to attempt to solve the problem.

It is the position of the Claimant that while at Tacoma, Internal Auditor Montgomery performed time reviser work in violation of the Agreement.

The facts as to Montgomery's actions while at Tacoma are somewhat in conflict. We, however, cannot weigh the evidence. While we cannot say positively that Internal Auditor Montgomery did not overstep the bounds of his work we cannot find that the Organization has proved that he performed time reviser work.

The burden is on the Organization. We find it has failed to sustain that burden.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 26th day of March 1969.