



Award Number 17516

Docket Number MS-17886

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Louis Yagoda, Referee

PARTIES TO DISPUTE:

ROBERT P. BELVILLE

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Chesapeake District)**

STATEMENT OF CLAIM: I claim the following:

- (a) The Carrier violated the terms of the Clerk's Agreement and the Memorandum Agreements when it failed to allow me, (Robert P. Belville) to remain in the Huntington, W. Va. area and displace on a roster on which I hold seniority on the Huntington Division.
- (b) That I (Robert P. Belville) should have had seven days from the date of request to make my election.
- (c) That I (Robert P. Belville) should have been allowed to exercise my seniority to a position on the Huntington Stores Department Roster and be allowed my protective rate, under the "Feb. 7" Agreement per that agreement.

OPINION OF BOARD: The record shows that on September 10, 1965, notice was posted in accordance with Section 4 of the Washington Agreement of May, 1936, that The Chesapeake and Ohio Railway Company and The Baltimore and Ohio Railroad Company would coordinate certain of their computer operations at Huntington, West Virginia, and Baltimore, Maryland. That notice, among other things, listed certain positions that it was contemplated would be abolished, among which was the position of Swing Clerk, E-18, rate \$788.71 per month, at Huntington, West Virginia, occupied by the Petitioner, Claimant Robert P. Belville.

On June 9, 1966, Memorandum of Agreement was entered into, effective July 18, 1966, between the duly authorized representatives of the Carriers involved, and the General Chairmen of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, representing the clerical employees of the Carriers, and approved by the Vice Grand President of that Organization, covering the coordination of the Computer Operations of the Carriers. That Memorandum of Agreement has been made a part of the record in the dispute. Section 5(a) thereof provided for the establishment of various positions in the coordinated Computer Operations Center at Baltimore. On June 13, 1966, bulletin was posted to clerical employees in the Data Processing Center at Huntington, West Virginia, and the Computer Center at Cleveland, Ohio, listing the positions to be assigned to Chesapeake and Ohio Railway Company employees and the manner

in which those positions would be filled. In the concluding paragraph of the bulletin, the employees were informed that representatives of the Labor Relations Department of the Carrier and the Brotherhood of Railway Clerks would contact them beginning June 22, 1966, to assign the positions allocated to employees of The Chesapeake and Ohio Railway Company and otherwise determine the rights of each employee involved. The Petitioner, Claimant Robert P. Belville submitted application, dated June 17, 1966, for twenty-seven positions allocated to C&O employees in the newly established C&O-B&O Computer Operations Center at Baltimore, with a notation at the bottom of his application to the effect that "This is not a bid, I have questions to ask."

Representatives of the Labor Relations Department of the C&O and the Brotherhood of Railway Clerks met in the Data Processing Center at Huntington, West Virginia, on June 23 and 24, 1966, to ascertain the rights of each employee involved and to determine their elections under the application of the Memorandum of Agreement effective July 18, 1966. The Petitioner Claimant was interviewed on June 23, 1966, and given the option of transferring to the Computer Operations Center at Baltimore, to exercise whatever seniority he had at Huntington or elsewhere, or to relinquish his rights with the Railway Company and accept a separation allowance. The Carrier states that Claimant was fully aware of the options available to him prior to June 23, 1966; that in the interview on that date he was given the opportunity to ask any questions that he desired in connection with the coordination, and that he expressed a desire to remain at Huntington as long as possible. However, the record shows that Claimant signed an election form on June 23, 1966, electing to accept a position of Auxiliary-Equipment Operator, A-3, rate \$30.66 per day, in the coordinated C&O-B&O Computer Operations Center at Baltimore. It was agreed, however, that Claimant would be permitted to remain at Huntington as long as possible, and work a temporary assignment in the Data Processing Center at that point, it being necessary to maintain certain employees at Huntington during the Computer cut-over phase. The Claimant moved to Baltimore on July 1, 1967.

In his Statement of Claim before the Board the Petitioner alleges that the Carrier violated the terms of the Clerks' Agreement and the Memorandum Agreements when it failed to allow him to remain in the Huntington, West Virginia, area; that he should have had seven days from the date of request to make his election; and that he should have been allowed to exercise his "protective rate, under the 'Feb. 7' Agreement per that agreement." In the handling of the dispute on the property he contended that he was "badgered" into making a decision on June 23, 1966, that was not of his choosing.

The Board has carefully reviewed the entire record and fails to find any evidence to support the position of the Petitioner that the Clerks' Agreement or the Memorandum Agreement effective July 18, 1966, were in any manner violated. Neither is there any evidence that Petitioner was "badgered" into making an election not of his choosing.

While the Petitioner alludes to the February 7, 1965, National Agreement, should there exist a dispute involving the interpretation and application of that Agreement the forum to resolve it is the Disputes Committee established under that Agreement. See Awards 14979, 15696, 16552, 16924, 16869, 17099.

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 Agreements were not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of October 1969.