

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21503  
Docket Number CL-21695

George S. Roukis, Referee

(Brotherhood of Railway, Airline and  
( **Steamship** Clerks, Freight Handlers,  
( Express and Station **Employees**

PARTIES TO DISPUTE: (

(The Pittsburgh and Lake Erie Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood  
(GL-8175) that:

(a) Carrier violated the Rules Agreement effective December 1, 1956, and more **particularly** a supplemental agreement of **May 10, 1974**, effective **May 13, 1974**, when it assigned work accruing to locations other than the Centralized Agency Office, Pittsburgh, Pennsylvania under the terms of Section 9, Page 11, and Appendix A, Page 3 of said supplemental agreement to Claimant B. **Loveday**, while he was assigned **to** a position as General Clerk in the Centralized Agency Office on a total of twenty (20) dates, November 12, 13, 14, 15, 19, 20, 21, 22, 26, 27 and 29, 1974 and December 2, 3, 5, 9, 10, 16, 18, 20 and 30, 1974.

(b) Carrier now be required to compensate Clerk B. **Loveday** for one additional day's pay at the punitive rate of his assigned General Clerk position for each of the twenty (20) dates on which he was required to perform the work of **preparing** miscellaneous station service charges billing which is allocated to various outlying stations by the terms of the afore-said supplemental agreement.

OPINION OF BOARD: Claimant B. **Loveday** was regularly assigned to a position of General Clerk in Carrier's Centralized Agency Processing Office at Pittsburgh, Pennsylvania on the dates in question.

Petitioner has progressed these claims to this Board on the premise that the May 10, 1974 Centralized Agency Processing **System** Agreement, particularly Sections 7 and 9 thereof, were violated when Carrier required claimant to prepare certain miscellaneous station service charges bills for shipments which originated at certain unidentified outlying points.

Sections 7 and 9 of the May 10, 1974 Agreement provide as follows:

"7. The advertisement will show the primary duty of the job as well as a brief general description of the duties of the positions to be retained or established in the Centralized Processing Agency under Section 3 of this Agreement, as follows:

"Traveling Agent - Supervision of District No. 24 Clerks in their respective districts, picking up shipping orders, receipting bills of lading, process bills of lading and running slips, OS&D reports and maintain contact with shippers. Territory to be covered will be indicated on job advertisement as agreed to by the Superintendent of Stations and Division Chairman.

"General Clerks - General Clerks assigned to District No. 24 offices will have the duties as indicated in Appendix 'A' hereto, plus operation of **I.B.M.** equipment installed at various locations and used in processing waybills. Handle general reports and telephone.

"Head Clerks - Responsible for operation on the truck assigned, handle general reports, inquiries and telephone.

"Stenographer-Clerk - Shorthand and typing, general correspondence, and office reports, inquiries and telephone."

"9. After the new system provided for herein is in operation, the Carrier recognizes its obligation to negotiate with the Clerks' Organization before transferring any work from one station to another or from the outlying offices to the Pittsburgh Office or for the establishment of a new system."

Carrier, on the other hand, asserts that the work item **#20** - "Prepare miscellaneous station service charges" is common to all General Clerk positions both at outlying points as well as at the **centralized** office at Pittsburgh; and, that, in these instances, the miscellaneous station service charges involved were created by and incidental to waybill corrections which were made at the Pittsburgh office.

It is not disputed by petitioner that work item **#25** - "Check, prepare and issue corrections on outbound waybills and post same on Auditor's copy" is performed only at the Pittsburgh centralized office.

Our review of the entire record before the Board leads us to the conclusion that Carrier's position in this dispute is both logical and correct. There is no question but that, under the **terms** of the May 10, 1974 Agreement, the preparation of miscellaneous station service charges bills which occur at outlying points **incident to** the processing of waybills at and for such outlying point shipments accrues to the General Clerk positions at those outlying points. However, we are equally convinced that the bills for the miscellaneous station service charges here involved were generated by the performance of a work **item** which accrues **only** at the centralized office **at** Pittsburgh. Therefore, the preparation of the bills for such miscellaneous station service charges was properly handled by the General Clerk positions at the Pittsburgh office.

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.

A W A R D ,

Claim denied..

NATIONAL RAILROAD **ADJUSTMENT** BOARD  
By Order of Third Division

ATTEST:

  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of **November** 1977.