

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23306
Docket Number CL-23241

Martin F. Scheinman, Referee

[Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**
PARTIES TO DISPUTE: (
(Norfolk and Western Railway Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood
(CL-8922) that:

1. Carrier violated the Agreement between the parties when on January 9, 1978 the Teletype machines were removed and the work formerly performed on those machines, by the "BE" Telegraph Operators, was assigned to lower rated clerical positions.

2. Carrier further violated the agreement when Superintendent B. J. Hoops failed to decline the portion of claim from January 10, 1978 and continuing.

3. Carrier shall now pay the occupants of positions No. 103, No. 241 and No. 363 the difference in the rates for four (4) hours January 9, 1978 and continuous thereafter.

OPINION OF BOARD: By notices dated January 6, and January 9, 1978, telegraph machines located in the "BE" telegraph office were removed from service and the messages of record were then assigned to the Administrative Message Switching System on the computer. This system is operated by the **IBM Clerks** on Positions Nos. 103, 241 and 363.

Since all of these positions have a lower rate than the telegraphic position, the Organization claimed that the **occupants** of Positions NOS.103, 241 and 363 were owed the difference in the rates for four (4) hours per day from January 9, 1978 and continuous thereafter.

Rule 12 (Bulletining New Position Vacancies), Rule 36 (Absorbing Overtime), Rule 49 (Preservation of Rates), and Rule 50 (New Positions) were all relied upon by the Organization in support of its position that **Carrier** violated the Agreement when it required employees of lower rated positions to perform the duties of higher rated positions and refused to compensate them accordingly.

In addition, the **Employees** contend that **Carrier** violated the Agreement by failing to properly decline the claim from January 10, 1978 onward.

We will first address the procedural argument raised by the **Organization**. The crux of the Organization's contention is that Superintendent **B. J. Hoops**' denial of the claim on July 25, 1978, failed to **specifically** decline the portion of the claim **from** January 10, 1978 onward. For this reason, the **Employee's** asserted that Rule 38 **was** violated.

In **Award No. 19255** this Board **was** confronted by a similar claim by an **organization** that a denial was improper because it did not specifically mention that the denial covered "**all following** dates until the violation is corrected." There we concluded that a denial, **similar** in nature to the denial by Superintendent Hoops, **was all** inclusive and had the effect of denying all other claims presented. Specifically, we determined that the failure to mention the words "all following dates until the violation is corrected" does not **in** any way lessen the effectiveness of the complete denial of the claim. Nothing contained in the record convinces **us that** our decision in **Award No. 19255** **was** incorrect. Therefore, we must conclude that Superintendent Hoops's denial of the claim meets the requirement of Rule 38.

We will next turn to the **Organization's** claim on the merits. We have **examined** with **great** detail each of the work rules **cited** by the Organization **to** support its position that the Agreement has been violated. **After** reviewing the evidence presented on the property as well as the **submissions** to this **Board**, we are persuaded that the **assignment to** the **Claimants** was not Improper. The **claim must be** denied.

The evidence conclusively established that under the Administrative Methods Switching **System** the clerk continues to transmit information in the **same** manner as done in the past. The **clerk keypunches** the message on the card which **is** in turn placed **in a sending device** for transmission to the receiving point where a similar device prints the message. **In** essence, the work of transmitting **and** receiving information, formerly done manually, is now **accomplished** by the use of punched **cards** inserted in a device which electrically transmits impulses to another location. **Stated** simply, the work involved is not unlike the work that Claimants performed before the change. That is, clerks routinely sent messages and punched **cards** when the **teletype** machines were **utilized**. They continue to send messages and punch cards **under** the Administrative Message Switching System.

We **will** deny the claim.

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;

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That this Division of the Adjustment Board has jurisdiction over the dispute **involved** herein; end

That the Agreement was not **violated**.

A W A R D

Claim denied.

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

ATTEST:

A.W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 29th day of May 1981.