

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Frank M. Swacker, Referee

PARTIES TO DISPUTE:

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

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

(J. M. Kurn and John G. Lonsdale, Trustees)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

"(1) The Carrier violated and continues to violate the seniority rights of employes carried on Roster No. 1, office of Auditor-Revenues when it removed clerical work commonly referred to as percenting work, from positions in the Interline Bureau and transferred such work and assigned same to positions and employes carried on Seniority Roster of General Auditor and should therefore, be required to restore such work to positions covered by Seniority Roster No. 1, office of Auditor-Revenues; and

"(2) The Carrier further violated and continues to violate the Clerk's Agreement rules when it failed and refused to properly classify and rate positions in the Machine Bureau of the General Auditor's office after assigning and requiring employes in that Bureau to perform clerical work, commonly referred to as 'percenting work' previously assigned to Interline Clerks in the Interline Bureau, and should therefore, be required to establish and maintain classifications and rates similar to and in conformity with rates of pay established by agreement for such work in the Interline Bureau retroactive to January 1, 1934 and continuing so long as such work is assigned and performed by Machine Bureau employes."

EMPLOYEES' STATEMENT OF FACTS: "As a result of the wage agreement entered into with the Management in the year 1927, certain positions in the Interline Department of office of Auditor-Revenues were classified and rated by agreement. Such classification and rates as agreed upon were fixed by agreement based upon the duties and responsibilities then assigned to and required of the Interline Clerks. The Interline Clerks herein referred to were and are employed in the 'Received Accounts' section of the Interline Department.

"The rate of pay fixed in the 1927 wage agreement ranged from \$6.00 to \$6.90 per day. The primary duties and responsibilities attached to these positions of Interline Clerks was to check and determine the proper percentages to be recorded on interline abstracts for the purpose of making proper division of revenues accruing on Interline freight shipments.

"The following constitutes a description of the work necessary and incident to the preparation of interline abstracts. The recording of waybill information on interline abstracts, the recording of percentages to be used in

rules, or invasion of employes' rights. The facts fully justify the conclusion that the alleged grievances are groundless and that adjustments sought by the Petitioner could not be made without distorting rates of other established positions and the infliction of an unjustifiable hardship upon the carrier."

OPINION OF BOARD: The record in this case discloses that the new seniority district and roster designated as the Central Machine and File Bureau, was established by agreement between the parties under Rule 29, effective June 8, 1931; that this seniority district or department, with some minor exception not here involved, took over all of the machine, typing, and filing work of the Accounting Department in the General Offices, and thereafter, the occupants of positions in this Central Bureau performed all of the tabulating machine, calculating machine, filing, and typing work for all branches of the Accounting Department in St. Louis.

Following the creation of this new seniority district, it is shown that there were approximately 180 positions in the Auditor-Revenues' district, and about 100 positions in the Central Machine district. The so-called percenting work, following the creation of the new seniority district, remained in the Interline Bureau in the Auditor-Revenues' district, until February 1934, when a minor part of it was assigned to machine operators in the Central Machine Bureau. The carrier states, in part:

"In the month of March 1934, machine operators in the Central Machine and File Bureau were assigned the duty of posting division factors (percentages) to the abstracts."

It is this work, that is, determining upon and entering proper division percentages on abstracts which admittedly was removed from one seniority district and placed in another, that is in dispute.

There is a wide difference between the parties as to the amount of this work as well as its importance, and had the carrier acquiesced in the suggestion of the employes' representatives to make a joint check of the effect of the transfer of the work, it undoubtedly would have been helpful to the Board, and the absence of this information necessitates remand of the case as hereinafter indicated.

On the admitted transfer of the work from one seniority district to another without agreement of the parties the Board cannot do otherwise than find that the last paragraph of Rule 21—the seniority district rule—has been violated. See Awards 99, 198, 199, 610, 612, 718, and 752.

The work transferred is by no means all of the work of determining and inserting divisional bases but on the contrary only the simplest part of that work. It appears that over a period of years divisions themselves have been much simplified and that percentage clerks in the Interline Bureau have constructed what are called visualizers, being cards covering the most commonly used routes and points, and used these to refer to rather than going to the original division sheets themselves wherever these visualizers would supply the information. There is no judgment or knowledge required in their use. It is simply a mechanical operation of turning to the card carrying the points and routes and copying therefrom the percentages shown, which operation is now being done in the course of abstracting with a machine that proceeds further and calculates and records the result from application of the percentages. Where there is no visualizer card covering a particular waybill the abstract is still returned to the interline percentage clerks to ascertain and insert the divisions.

Just what percentage of waybills is susceptible to be divided by use of these visualizers and what not does not appear. The organization contends that it has resulted in a decrease of two positions in the Interline Bureau and a corresponding increase in the machine bureau, the latter being on a substantially lower rate. The carrier denies there has been any such decrease

or increase and insists the work now being performed in the machine bureau that was formerly performed by the interline percentage clerks amounts to but a few minutes per day.

We are satisfied that the work removed is the simplest and easiest part of an interline clerk's work and certainly does not warrant payment of that rate to machine operators, but, as before stated, due to the lack of definite information we are unable to say what, if any, increase should be made in machine operators' rates as a consequence of the change. It is a question rather of quality than quantity of the work so far as they are concerned, and it is one as to which the parties should endeavor to negotiate a rate if the work is to continue to be handled as it now is, which seems to be a reasonable and economical method, and the case will accordingly be remanded to the parties with directions to make a survey of the actual facts in this respect and endeavor to agree upon the matter. If agreement cannot be reached it will be necessary, in order to comply with the schedule agreement, to bulletin the disputed phase of the work to the interline seniority, and if the parties cannot agree upon a proper rate and classification the case may be brought back to the Board with more definite information supplied.

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 employes involved in this dispute are respectively carrier and employes 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 removal of the work involved without agreement was contrary to Rule 21, and the case is remanded to the parties for disposition in accordance with the Opinion.

AWARD

Case remanded.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 18th day of November, 1938.