

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Joseph L. Miller, Referee

PARTIES TO DISPUTE:

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

**POTOMAC YARD OF THE RICHMOND, FREDERICKSBURG
AND POTOMAC RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that the carrier violated and continues to violate the Clerks Agreement: (1) When on September 23, 1946 by bulletin effective with the next pay day it removed work covered by the Clerks Agreement from the Chief Clerks to the General Yardmasters, and assigned such work to the Terminal Inspector, an Official of the Company not covered by the Clerks Agreement or any other agreement, and

(2) That the Carrier (Potomac Yard of the Richmond, Fredericksburg and Potomac Railroad Company) shall now be required by appropriate award and order of the Board to restore such work to the Chief Clerks to the General Yardmaster, employees covered by the Clerks Agreement, and compensate employees who lost pay and time due to this violation from September 23, 1946 until this case is settled.

EMPLOYEES' STATEMENT OF FACTS: When the Yard was first opened in 1906 the employees at Potomac Yard were paid off from a pay car which came from Richmond, Va., each pay day, and this method continued until 1923 or 1924 when the pay car was cut off. At that time the head of each Department designated some employee or employees to distribute pay checks to the employees of that department. In the Transportation Department the Chief Clerks were designated by the Superintendent to distribute pay checks to the employees of that department, and in other departments other employees covered by the Clerks agreement were designated to do this work.

The Chief Clerk in the Transportation Department continued to be responsible for the distribution of the pay checks to that department until this bulletin of September 23, 1946 was posted, when this work was turned over to the Terminal Inspector an Official of the Company, not covered by the Clerks Agreement. There has been no change in the other Departments—the same employees who were designated in 1923 or 1924 are still doing this work.

POSITION OF EMPLOYEES: There is in evidence an agreement between the parties bearing effective date of October 16th, 1944 from which the following rules or portions are quoted:

"Rule 1—Scope and Coverage: These rules shall govern the hours of service and working conditions of the following classes of employees.

about this dispute. The employees assigned to these positions have merely been relieved of this particular duty, without change in remuneration or status. It may be on occasion that some additional work will be performed at the time the pay checks are distributed, such as handing out Withholding Tax forms, or related data, and in such cases, as in the past, any additional help required will be drawn from the clerical ranks. However, records checked back from September 30, 1946, to January 1, 1942, show that on only two occasions during this period of three years and nine months was any assistance required by either of the Chief Clerks on pay days.

In conclusion, the Carrier respectfully submits it has shown that:

- (1) The claim is not supported by the rules of the Clerks' Agreement, as the distribution of pay checks is not included in the description or definition of clerical work, nor do present practices in other Departments at Potomac Yard involve the use of employees covered by the clerical agreement as the responsible parties in doing this work.
- (2) The system previously in effect was inefficient, placing upon the Management the obligation to use other methods to safeguard its financial interests; there is no satisfactory way to do this and use as the responsible parties those who happen to be acting, on a seniority basis, as Chief Clerks to the General Yardmasters on pay day. Attention is directed to the fact that the work of paying off spreads over all three of the Chief Clerks' positions.
- (3) In delegating this authority to a person of higher rank, no one coming within the scope of the Clerks' Agreement will be deprived of a day's work.

For all of the reasons given, the claim should be denied, and the Carrier respectfully requests that the Board so decide.

OPINION OF BOARD: This case arises out of a change in the 22-year-old method of distributing pay checks in the Transportation Department at the Potomac Yard of the Carrier.

Before September 23, 1946, the checks for 22 years had been distributed by the Chief Clerks to the General Yardmaster, or their substitutes. As of that date this work was transferred to the Terminal Inspector, a position not covered by the Agreement.

None of the clerks lost any time because of this reassignment of work. The Organization claims a violation of the Scope Rule and certain seniority rules, however, in removal of the work from the Agreement.

We have ruled many times that a Carrier cannot do this. Award 751 and many others. We will so hold in this case, although we will dismiss the claim for back pay since the Organization has admitted no one has lost any time because of the change.

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 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 Carrier violated the Agreement to the extent indicated in the Opinion.

AWARD

Claim (1) sustained; claim (2) sustained for restoration of the work to employes covered by the Agreement and denied insofar as it involves back-pay.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 3rd day of November, 1947.