

Award No. 7369
Docket No. CL-7442

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

LeRoy A. Rader, Referee

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Missouri Pacific Railroad, that the Carrier violated the Clerks' Agreement:

1. When, effective on July 16, 1954, it arbitrarily removed the clerical work of keeping time of Traveling Electricians and performing of accounting work incidental to the timekeeping from the Consolidated Auditor Disbursements-Stores Accounting (Supply Department) Clerks, Class "A" seniority district and roster, amounting to approximately 116 hours of clerical effort monthly, to the General Managers' territorial Clerks Class "A" seniority districts and rosters of the Southern and Western Districts, thus crossing seniority district and roster lines, in violation of Rule 5 of the current Clerks' Agreement;

2. The Carrier shall be directed by appropriate order to restore the work of keeping the time of the Travelling Electricians and the performance of the accounting work incidental to it, amounting to approximately 116 hours time per month, to the Auditor Disbursements-Stores Accounting (Supply Department) Clerks, Class "A" seniority district and roster from which it was removed, in violation of the Clerks' Agreement, and that the clerical employees in the Auditor Disbursements-Stores Accounting (Supply Department) seniority district and roster, who filed monetary claims account this work being taken away from their seniority district and roster, be compensated as set forth in Claim Statement attached hereto and made a part hereof.

CLAIM STATEMENT

Name	Classification or Title and Rate	Claim Dates	Amount Claimed Per Day	Amount
Miss Marie Schuh	Lead Voucher Clerk, \$16.55 per day.	July 16, 1954, and each work date there- after	.75 hours at punitive hourly rate of \$3.101 per hour	\$2.33

Name	Classification or Title and Rate	Claim Dates	Amount Claimed Per Day	Amount
Holly Baker	Stenographer, \$14.06 per day	Same as above	.38 hours at p u n i t i v e hourly rate of \$2.636 per hour	1.00
Mrs. Eva Wolters	Labor Statistical Clerk, \$15.81 per day	Same as above	1.5 hours at p u n i t i v e hourly rate of \$2.964 per hour	4.45
Francis J. Chulick	Labor Statistical Clerk, \$15.81 per day	Same as above	.38 hours at p u n i t i v e hourly rate of \$2.964 per hour	1.13
Eldon E. Hall	Timekeeper- Clerk, \$16.17 per day	Same as above	1.7 hours at p u n i t i v e hourly rate of \$3.032 per hour	5.15
Edwin A. Fisher	Chief Accountant \$17.37 per day	Same as above	1.5 hours at p u n i t i v e hourly rate of \$3.257 per hour	4.89
Joseph Feranec	Timekeeper- Clerk, \$16.17 per day	Same as above	.38 hours at p u n i t i v e hourly rate of \$3.032 per hour	1.15
Robert A. Scheve	Timekeeper- Clerk, \$16.17 per day	Same as above	.38 hours at p u n i t i v e hourly rate of \$3.032 per hour	1.15
Total per day claimed				\$21.25

Claims to continue each work day after July 16, 1954, until the dispute is disposed of and the claims satisfied.

EMPLOYEES STATEMENT OF FACTS: The consolidated seniority district and roster of clerical employees of the Auditor Disbursements-Stores Accounting (Supply Department) was created by mutual agreement of the parties effective February 1, 1954; copy of Memorandum of Agreement dated December 30, 1953 is made a part of the record designated as Employees' Exhibit "A". It embraces all employees of Class "A" and "B" of the Auditor Disbursements Department and also of the Stores Accounting (Supply Department) in the General Offices and on the line of road (system).

The two General Managers' territorial seniority districts and rosters of Class "A" and "B" clerical employees are divided into two separate and distinct seniority districts—

One, Southern District—under the jurisdiction of the General Manager at Little Rock, Arkansas, and it embraces all Class "A"

Agreement involved in the instant case specifically authorizes what was done in Award 2354.

The situation in Award 3656 is similar to that in Award 2354 except that hours of caller positions in Group 2 were adjusted to leave no caller on duty for two hours within a twenty-four hour period and an employee in Group 1 did the calling during the two-hour period.

In Award 4653 the same work involving the same freight traffic movement was discontinued at a station in one seniority district and assigned to employees in another seniority district. There was no abandonment of traffic movement in one district and establishment of a different movement in another.

In Award 4674 an employee in one seniority district was utilized to perform a portion of the duties of a position in another seniority district while the incumbent of the latter position was absent due to illness.

We think it is obvious the circumstances in the instant case are not the same as in any of the cases covered by the Awards cited by the Employees.

All the Carrier did in this case was to put the timekeeping and accounting work for the newly established traveling electrician force in the offices where it belonged under the seniority districting prescribed in the Agreement. There was no crossing of seniority district lines; work was abandoned in one district, and work was established in another. The work belongs to the employees to whom it is assigned, and these claimants have no rights to it.

(Exhibits not reproduced.)

OPINION OF BOARD: Petitioners contend that Carrier could not transfer work across seniority district lines without negotiations and that no negotiations were had prior to the transfer of the work in question. This contention Carrier denies.

It is further contended by petitioners that the effect of Carrier's action was to permit the employees in the seniority district and on the seniority rosters of the General Managers at Kansas City and Little Rock, to perform the timekeeping and related clerical work in question, to the detriment of the seniority rights of Claimant employees in St. Louis, citing Awards 753 and 1808 with rules of the Agreement, notably Rule 5.

Respondent Carrier contends that all positions of traveling electricians and helpers were abolished, except lead positions at St. Louis, Little Rock and Kansas City offices and new seniority districts were established on a division instead of the former system basis. That the timekeeping and accounting work was assigned to clerical forces holding seniority rights to all division work under Rule 5, and that as traveling electricians were no longer system forces and Claimants were no longer entitled to the work here considered as the same by this change belonged to division clerical forces. Also that no employees were adversely affected as the work was placed where it belonged and under the seniority districts provided by the Agreement in Rule 5.

We are of the opinion that Carrier has the right to determine the method by which work shall be performed if no contract provision limits such right. Therefore that change made in the performance of work from a system to a district setup is permissible and we find no fault with the method by which the work was then assigned and do not believe such assignment was in violation of cited rules of the Agreement. The system work ceased to exist and as we view it the work was placed in the proper districts and cannot be said to have been taken across seniority district lines as here contended and therefore conference and agreement was not necessary. On this record we feel that the claims should be denied.

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 Carrier did not violate the Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois this 28th day of June, 1956.