

Award No. 11640

Docket No. CL-11324

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

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

(a) The Carrier violated the Agreement when, effective May 15, 1958, it claimed to abolish fourteen (14) positions in the seniority district of Superintendent Car Service, Atlanta, Georgia, and transferred the work constituting the positions to another seniority district known as Manager, Operating Department Computer Center, Atlanta, Georgia.

(b) Claimant J. L. Harris and all other employees named in Employees' Exhibit "A" shall be compensated for all loss sustained by reason of Carrier's action. The claim is to be effective sixty (60) days before October 14, 1958, and continue each day thereafter the violation is allowed to exist.

EMPLOYEES' STATEMENT OF FACTS:

1. In the operation of common carriers by rail, cars owned by individual carriers are interchanged with other carriers so as to provide service to the shipper (or passenger) from point of origin to destination without the necessity of loading and unloading each time a shipment passes from the custody of one carrier to another. An arrangement is in effect whereby carriers pay a daily rental, or per diem, to the owning carrier of any car moved over another carrier's lines or held in its possession. The accounting for this use of "foreign" cars is required by adopted rules to be done monthly and is a duty which, prior to May 15, 1958, had always been performed in the office of respondent Carrier's Superintendent Car Service, Atlanta, Georgia, which office constitutes a seniority district.

The manner of the preparation of the accounts (commonly called "records") showing per diem payments due to other carriers for use of their cars was, prior to May 15, 1958, as follows: Conductors "wheel reports" and other data received daily in the central office of Superintendent Car Service were

violation whatsoever of the Clerks' Agreement or the Memorandum Agreement in the actual processing of the car record and statistical work on the IBM-705 effective May 15, 1958. As a matter of fact, this is only one of the several programs of the Operating Department that have been placed in the computer center since its initial establishment.

Just as the new positions in the computer center were established at agreed upon rates of pay commensurate with the type of work, duties and responsibilities, so were the rates of pay established for the one hundred or more clerical positions in the office of Superintendent Car Service. Although the duties of clerks in certain sections of the car service office are identical, step rates were established so that senior qualified clerks could bid in and be assigned to the higher-rated positions in each section. This was true in the case of the former machine clerk positions occupied by claimants.

Rule 20 provides that in reducing forces the positions which are no longer needed will be the ones to be abolished. The positions occupied by claimants were the ones no longer needed. In exercising their seniority rights in the car service office, as provided in Rule 21, claimants took the assignments, the preponderating duties, and the established rates of pay of the positions on which they placed themselves.

Carrier has shown that the claim should be dismissed account not filed within the time limit prescribed in Article V, Section 1, of the August 21, 1954 Agreement. Carrier has also shown that there was no violation of Rule 9 of the effective agreement as alleged, and that no foundation exists for the claim for difference in pay. For the reasons stated, carrier respectfully requests that the claim be dismissed or denied.

All pertinent facts and data used by the carrier in this case have been made known to the employe representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier, in 1956, preparatory to converting its Accounting and Operating Departments recording operations to electronic data processing, by computers, negotiated two Memorandum Agreements with the Clerks. These Agreements, supplementary to and superseding the existing collective bargaining agreement, provided for necessary new positions, seniority districts and methods of manning the proposed computer installation. Two new seniority districts were agreed to: "Computer Accounting Center," and "Operating Department Computer Center."

The "Computer Accounting Center" began operations in January 1957; the "Operating Department Computer Center" in March 1958. As the operation of these "Centers" was perfected they centralized and absorbed the data processing formerly accomplished by other methods; and, certain positions became unneeded and were abolished.

In the centralization of the data processing, Petitioner contends that work was transferred from one seniority district to another in violation of the existing basic collective bargaining agreement.

The evidence in this record supports the conclusion that Carrier and Petitioner bargained in good faith and reached agreement concerning the protection of employes' rights involved in the installation and operation of the

electronic data processing equipment; and, Carrier complied with the terms agreed upon.

In resolving a very similar dispute involving the parties hereto, Award No. 9446, it was held, that:

"It seems clear from the record that these changes did not constitute the transfer of work from one seniority district to another, but that on the contrary they involved the installation of new equipment which eliminated certain work steps and therefore certain positions. It has long been settled that such changes do not constitute violations of the Agreements. (Awards 8656, 6416, 4063, 3051.)"

We hold that Award No. 9446 is apposite; and, we will deny the Claim.

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 did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1963.