

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION**

Wesley Miller, Referee

PARTIES TO DISPUTE:**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES****NORFOLK AND WESTERN RAILWAY COMPANY****STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-5923) that:

(a) The Carrier violated the Clerks' Agreement, as amended, and supplemented, and the Memorandum Agreement of April 14, 1961, when between about January 1 and about June 3, 1963, it transferred work from higher rated positions to the eleven positions of Timekeeper, Seniority District No. 19, Roanoke, Virginia and failed and refused to apply the proper rate of pay to these Timekeeper positions.

(b) The Carrier shall now apply the monthly rate of pay of \$524.04 to the eleven positions of Timekeeper, Seniority District No. 19, Roanoke, Virginia, allowing the incumbents thereof the difference between the monthly rates of \$524.04, retroactive to the dates specified below and continuing until this violation of the Clerks' Agreement is corrected by applying the proper rate of pay to the above positions:

**INCUMBENT OF TIMEKEEPER POSITION
WHEN WORK TRANSFERRED**

Work Transferred About:	Incumbent
January 1, 1963	H. W. Preas
January 21, 1963	V. R. Shelton
February 1, 1963	J. L. Atkins
February 1, 1963	R. T. Carter
March 1, 1963	L. K. Bussey, Jr.
April 1, 1963	J. R. Watts
April 1, 1963	(H. Maultsby - (R. O. Agee, incumbent (April 13, 1963
May 1, 1963	A. C. Mullins
May 1, 1963	T. E. Blankenship
May 14, 1963	L. M. Cheatham
June 3, 1963	A. R. Kerfoot

Attached hereto as Carrier's Attachments A-1 and A-2 are copies of train and engine service timeslips, Forms AD 461 and AD 462, which were in use immediately prior to and following January 1, 1963. These particular timeslips were checked and coded by B. E. Edwards, the former Assistant Timekeeper of the Scioto Division with rate of pay of \$461.36 per month. Form AD 461 was used to report time of conductors and brakemen, and Form AD 462 was used to report time of engineers and firemen. On the right side of each of these timeslip forms there appears the heading "DO NOT WRITE IN THIS SPACE (This Space to be Used by Timekeeper Only)". The work of coding timeslips was performed in that space by the members of Division timekeeping forces prior to January 1, 1963, and until this work was moved to the Bureau as set forth in the foregoing tabulation, after which it was performed in that space by timekeepers in the Bureau.

Prior to January 1, 1963, and continuing until the work was moved to the Bureau, Division employees checked the accuracy of the information reported on the balance of the timeslips by the train and engine service employees. The Division employees then coded the timeslips for pay purposes by inserting information as applicable in columns 14 through 22. Information as to division number and yard or run code required in column 13 was not inserted by the Division employees, but was inserted by Bureau Timekeepers after the timeslips were forwarded to the Bureau. Information as to Time Return Number was likewise inserted in the Bureau instead of on the Divisions.

As the work of checking and coding these timeslips was moved to the Bureau, as set forth in the foregoing tabulation, Timekeepers in the Bureau assumed the work of checking accuracy of information reported by train and engine service employees and thereafter coded the timeslips for pay purposes by inserting information as applicable in columns 14 through 22. They continued to perform the work of inserting information as to division number and yard or run code required in column 13. Information as to Time Return Number likewise continued to be inserted by employees in the Bureau.

The Employees filed claims as set forth in Carrier's Attachments B-1, B-2 and B-3, hereto.

The Carrier declined the claims.

(Exhibits not reproduced.)

OPINION OF BOARD: During the handling of this dispute on the property, the Employees contended that Carrier violated Rules 1, 4, 12(a), 51, 66, and, also, the Memorandum Agreement of April 14, 1961, especially Item 3 on page 1 of this Memorandum Agreement. But, when the Organization submitted the claim to this appellate Board, it injected into the claim and relied upon alleged violations of Rules 2, 3, 46, 50, 52, 54(a), and departed from its original position of placing especial emphasis upon Item 3 of the Memorandum Agreement—which rules and expansion of Item 3 (insofar as the record shows), were not presented and discussed by the parties on the property. Moreover, it appears that new factual issues were presented by the Organization in its submissions to this Board.

We find the variance referred to above too extensive to rationalize.

Consequently, we hold that the Organization has not complied with Section 3, First (i) of the Railway Labor Act or the provisions of Circular No. 1 of the National Railroad Adjustment Board.

Please refer to our Awards: 15019, 15063, 14747, 13707, 13664, 13325, 10416, 8324, and 5469.

We do not reach the merits of this claim.

For the reasons stated above, dismissal action is necessitated.

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;

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

That the claim should be dismissed.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of July 1967.