

Award No. 16730

Docket No. CL-17195

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David H. Brown, Referee

PARTIES TO DISPUTE:

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

ERIE-LACKAWANNA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6276) that:

1. Carrier violated the rules of the Clerks' Agreement at Pier 5 Office of Terminal Lighterage Piers, when detailed instructions were issued to five (5) employees under the jurisdiction of the Terminal Lighterage Agent (Seniority District 14-A) requiring them to prepare waybills for the westbound movement of cars heretofore billed by employees in the New York Terminal Station Accounting Bureau (Seniority District 9), thereby transferring work from one seniority district to another.

2. Carrier shall now be required to comply with the provisions of the rules agreement by negotiating this change and transfer of work from one seniority district to another.

3. Carrier shall be required to negotiate adjusted rates of pay for John H. Byrnes, C. Kaulberch, James Barry, Al Ladka, Matthew Mulligan and all other employees who are affected and received additional work and responsibility as a result of the transfer of such work from the New York Terminal Station Accounting Bureau, such adjustment in rates to be retroactive to April 20, 1965. (Claim 1663.)

EMPLOYEES' STATEMENT OF FACTS: Under date of February 9, 1965, the General Chairman wrote the Vice-President-Labor Relations, stating it was his understanding the Carrier was giving consideration to transferring the preparation of non-revenue waybills from the New York Terminal Station Accounting Bureau (Seniority District No. 9) to offices of the various Agents in the New York Harbor area (Seniority District No. 14). (Employees' Exhibit No. 1.)

The Vice-President-Labor Relations replied on February 16, 1965, stating they had no advice in this regard and would appreciate further details. (Employees' Exhibit No. 2.) Additional information was furnished by the Gen-

all the shipping orders or sufficient time to make the extensions (weights, rate and charges), the Bureau would issue a memo (non-revenue) waybill to allow the cars to move and the revenue bill would be prepared later and mailed "overhead" to the destination agent and others.

Subsequent to March 1, 1965, the preparation of cars (Exhibit A) and pouches (Exhibit B) by claimants was discontinued. Data previously placed on these items were thereafter placed on a three part "non-revenue" or car movement waybill by Pier 5 employees (Carrier Exhibit C). This car movement bill contained the same information as before, i.e., car number and initial, date, shipped from, destination, routing, and when necessary special instructions, which is identical to the data claimants had previously placed on the card bills and pouches.

The original car movement waybill accompanied the car through the terminal and in the train to its destination thereby eliminating any delay to the car in the yard awaiting arrival of a revenue waybill from the Bureau. The second copy is picked up by Messengers from the Bureau along with the bills of lading or shipping orders, just as they did with the cards and pouches, and brought to the NYTSAB. The information from the car movement bill together with the data on the shipping orders or bills of lading is correlated and weight, rate and charges computed and a revenue waybill of up to twelve (12) parts is prepared by the Bureau forces just as they had done heretofore. However, instead of the revenue waybill accompanying the car, it is mailed overhead to the destination agent and other designated parties. The third copy of the car movement bill is retained by the agency as part of its station records.

The change in procedure of permitting all cars to move to destination on a car movement (non-revenue) waybill, reduced delays to shipments account awaiting revenue waybills. There was no increase in the amount of work performed by claimants as a result of this procedure. There was no decrease in the amount of revenue billing work performed by the Bureau forces. The occasional "non-revenue" waybill made by the Bureau because of lack of sufficient information to prepare revenue waybill was no longer necessary. The only change in the manner of performing the work was in the format or forms that were used.

On June 19, 1965, Local Chairman instituted the present claim with the Agent at Pier 5, Hoboken, New Jersey. Claim was denied on June 30, 1965, and thereafter handled on appeal in accordance with the rules and procedures for handling claims on this property up to and including Carrier's highest officer, where it was discussed in conference on November 3, 1966 and denied, denial confirmed on December 29, 1966, copy of which is attached as Carrier Exhibit D.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim started out as a grievance alleging violation of Article III, Sections 1 and 2 of Mediation Agreement dated February 7, 1965 (R. P. 14) and reaches this Board as a claimed violation of Rules 11 and 31 of the Clerks' Agreement effective July 16, 1962.

Rule 11 is concerned with "Employees Displaced or Position Abolished, Transferred or Consolidated." The rule is too long to quote, but the caption just quoted is generally descriptive of its content. By no stretch of the imagina-

tion can it be deemed applicable to the facts of the instant case. Rule 31, entitled "Rates" provides for adjustment of compensation "When there is a sufficient increase or decrease in the duties and responsibilities of a position or change in the character of the service required . . ." Claimants have utterly failed to bring themselves within the purview of this rule.

The real burden of Petitioner's argument is that work was transferred from one seniority district to another. This contention was denied repeatedly and forcefully by Carrier, who maintained throughout the proceedings that the effect of the change was simply to eliminate a duplication of work through a streamlining of procedures. True, the system was changed in that new forms were used, but we find nothing in the change that either imposed a greater burden on any members of the Organization, transferred work across seniority lines or constituted a violation of any specific rule or rules.

The claim is not supported by the record on the property.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October 1968.