

Award No. 16924
Docket No. CL-17370

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John J. McGovern, Referee

PARTIES TO DISPUTE:

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

ERIE-LACKAWANNA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6334) that:

1. Carrier violated the rules of the Clerks' Agreement effective July 16, 1962 as well as terms of the February 7, 1965 Job Stabilization Agreement and interpretation thereof in the New York Terminal Station Accounting Bureau, Hoboken, New Jersey when, effective April 1, 1965, it abolished Freight Bill Checker and two (2) Typist-Biller positions and transferred work assigned thereto to mechanical operations without the benefit of negotiation and agreement.

2. Carrier shall now restore positions of Freight Bill Checker, and two positions titled Typist-Biller and reimburse D. A. Moffitt, F. J. Dunne, E. A. McGovern and any and all employees adversely affected for any and all wage loss sustained, including overtime, retroactive to April 1, 1965, and to continue day by day until such time as the violation herein complained of is corrected and an Implementing Agreement signed.

3. Carrier shall be required to negotiate an Implementing Agreement to cover the desired changes as required by the Agreement. (Claim 1738.)

EMPLOYEES' STATEMENT OF FACTS: Under date of December 18, 1964, Mr. W. F. Carnegie, Manager, New York Terminal Station Accounting Bureau, posted notice on bulletin board abolishing eight (8) positions. (Employees' Exhibit A.) The Local Protective Committee informed Mr. Carnegie it was an improper notice, however, the Manager stated it had been issued on instructions from Auditor of Revenues Keenan.

The changes in procedure eliminated manual typing by automatic preparation of waybills and freight bills through the magic camera eye of the Bruning Model 2000R electrostatic copier and involved the following steps:

Under date of March 24, 1965, bulletin was posted in the New York Terminal Station Accounting Bureau abolishing two Typist-Billers and one Freight Bill Checker position. Effective April 1, 1965, two Reproduction Machine Operator-Typist-Biller positions and a Reproduction Machine Operator-Clerk were established to operate the Bruning-Multilith equipment. The matter was discussed on several occasions prior thereto by the Manager of the New York Terminal Station Accounting Bureau with the Local Chairman. It was also discussed with the Division Chairman by the Auditor of Revenues, and, on December 18, 1964, the General Chairman alleged to Carrier's highest designated officer that a Memorandum of Agreement was necessary under Rule 1 of the Agreement of July 16, 1962.

Notwithstanding, it was not until January 24, 1966, that the present claim was filed by the Local Chairman with the Manager, NYTSAB, alleging Carrier violated the February 7, 1965 Mediation Agreement A-7128 and the Clerks' Agreement of July 16, 1962 (see Carrier's Exhibit A). Claim was denied on March 1, 1966 (Carrier's Exhibit B), and was thereafter handled on appeal up to and including Carrier's highest officer, as follows:

Carrier's Exhibit		Date
C	Division Chairman's appeal to Auditor of Revenues	3-28-66
D	Auditor of Revenues' denial	3-29-66
E	Division Chairman's appeal to Comptroller	4-4-66
F	Comptroller's denial	5-3-66
G	General Chairman's appeal to Gen. Mgr.-Labor Rel.	5-26-66
H	Gen. Mgr.-Labor Relations' reply to Gen. Chairman	7-22-66
I	General Chairman to Gen. Mgr.-Labor Relations	7-27-66
J	Gen. Mgr.-Labor Relations' confirmation of denial decision rendered in conference 11-2-66	12-27-66

(Exhibits not reproduced.)

OPINION OF BOARD: On December 18, 1964, the Manager of the New York Terminal Station Accounting Bureau posted a notice on the bulletin board abolishing eight (8) positions to be effective January 6, 1965. On December 24, 1964, the General Chairman filed a protest with the Carrier's Vice-President-Labor Relations objecting to the notice on the grounds that such action as contemplated by the Carrier was subject to negotiation to be evidenced further by a Memorandum of Agreement.

A Conference was held by the parties on January 28, 1965 but no agreement was consummated.

On February 3, 1965, the General Chairman again wrote the Carrier confirming the Conference and urged the negotiation of a Memorandum of Agreement which, they allege, was required by the rules of the basic contract. On February 5, 1965, Carrier replied stating in effect that no agreement was required.

On February 7, 1965, the Job Stabilization Agreement was negotiated on a National level with Carrier taking the position that this Agreement superseded the rules of the basic contract.

On March 24, 1965, Carrier posted notice abolishing three positions and simultaneously therewith, advertised three new positions. These three new positions had different titles and duties but carried the same rate of pay and the same rest days as the abolished positions. The effective date of the abolishment was April 1, 1965, and it is these three positions which are the subject of the dispute.

Claim was filed by the Local Chairman on January 24, 1966 with the Carrier denying it on March 1, 1966 and was thereafter handled on appeal up to and including Carrier's highest officer.

The claim as submitted is based on a violation of the rules of the Clerks' Agreement, effective July 16, 1962 as well as the terms of the February 7, 1965 Job Stabilization Agreement and interpretations thereof. The 1965 Agreement is a National Agreement and contains a provision for the establishment of a Disputes Committee for the express purpose of resolving any disputes arising out of the terms of such Agreement. Hence the claim as submitted, by its own terms, is not properly before this Board. We will accordingly dismiss it without prejudice. (See Award 15696 — Dorsey.)

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 is barred.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of January 1969.