

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21807
Docket Number CL-21600

Joseph A. Sickles, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
PARTIES TO DISPUTE: (
(The Pittsburgh & Lake Erie Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood,
GL-8134, that:

(a) The Carrier violated the Rules Agreement, effective September 1, 1946 as amended, particularly the Agreement of May 10, 1974, effective May 13, 1974, when it assigned and permitted the Traveling Agent E. M. Revay to operate IBM Billing Equipment at Aliquippa Freight Office, Aliquippa, Pennsylvania on August 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 26, 28, 29, 30, September 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 30, October 1, 1974 and each subsequent date until such violation is corrected. Claimant is qualified to perform this work.

(b) Carrier now be required to compensate Clerk K. R. Slutiak at the punitive rate of the General Clerk position for each of the named dates and all subsequent dates on which said violation has occurred until said violation is corrected and discontinued.

OPINION OF BOARD: Pursuant to a December 11, 1967 Agreement, a centralized Agency Processing System was established, and under Section II(a) thereof, a brief general description of the duties of a Traveling Agent position was shown as:

"Supervision of District No. 24 clerks in their respective districts, picking up shipping orders, receipting bills of lading, process bills of lading and running slips, OS&D reports, maintain contact with shippers and general duties as assigned. Must have own transportation. Territory to be covered will be indicated on job advertisement."
(Underscoring supplied)

On May 10, 1974, various modifications in the Centralized Agency Processing System were agreed to, and pursuant to Section 7, a brief general description of the duties of a Traveling Agent position was listed as:

"Supervision of District No. 24 Clerks in their respective districts, picking up shipping orders, receipting bills of lading, process bills of lading and running slips, OS&D reports and maintain contact with shippers. Territory to be covered will be indicated on job advertisement as agreed to by the Superintendent of Stations and Division Chairman."

Of course, we have noted the deletion of the phrase, "and general duties as assigned" from the last-quoted language, and the crux of this dispute centers around said deletion.

We note, from the claim, that the asserted violation occurred at Aliquippa, Pennsylvania when the Traveling Agent assigned at that point operated the IBM billing machine incident to the performance of his Agent's duties at that location. The Claimant, who - during the pertinent period - was assigned as a General Clerk (Pittsburgh centralized office or McKees Rocks Agency), on the Extra List, or as Relief Traveling Agent, contends that such utilization of IBM billing equipment by a Traveling Agent violated the May 10, 1974 Agreement.

The Board has made an extensive examination of this record and has considered the assertions advanced by both parties. It is our conclusion that Claimant's emphasis upon the absence of the words, "and general duties as assigned" in the later Agreement is misplaced. The Agreement only provides that the advertising bulletin for Traveling Agent positions "will show the primary duty of the job as well as a brief general description of the duties." A listing of a primary duty and a brief general description of duties does not thereby automatically exclude other related duties which may be performed by the incumbent of the position on an "as needed" basis. Of course, the Claimant does not refute the fact that waybill preparation has historically been performed by Agents.

We have also noted that all of the employees involved herein are covered by the same Scope Rule and that no one other than employees subject to that rule have been used to perform any of the disputed work.

Upon a consideration of the entire record, we are unable to find a basis in the May 10, 1974 Agreement - or elsewhere - to support this claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

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That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1977.