

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21869
Docket Number CL-21183

Nicholas H. Zumas, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(Southern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood,
GL-7802, that:

(a) Carrier violated the Agreement At Atlanta, Georgia, when it required T&E Timekeepers Robert W. Beasley, G. H. Stanfield, E. J. Gilbert, C. T. Frazier, F. K. Wallace, C. C. Allen, F. M. Thompson, F. B. Brummette, Jr., C. S. Callaway, F. D. Fuller, J. W. Crosby, B. F. Bailey, O. D. Lord, Jr., J. L. Burch, Jack Julian, D. A. Duffy and C. R. Lawrence to correct T&E time to gross edits; work which had previously been performed by Head Clerk Mr. C. W. Wainscott.

(b) Claimants shall be compensated the difference between the T&E Timekeeper rate of \$38.54 per day and that of Head Clerk \$39.97 per day for the amount of time shown opposite the claimant's name on each claim dated October 2, October 24, November 7 and 14, 1972, respectively.

OPINION OF BOARD: This is a claim on behalf of 17 Timekeepers in the Payroll Accounting office in Atlanta for pay at the rate of Head Clerk (\$39.97) in lieu of their daily pay rate (\$38.54) for times spent in "correcting T & E time to gross edits." The Organization contends that these daily edits were formerly performed by Head Clerk Wainscott, and relies on a brief statement made by Mr. Wainscott written at the bottom of the bulletin advising Timekeepers that they will be responsible for "correcting T & E to gross edits except for the final edit." Mr. Wainscott wrote: "Prior to the above I have been making the edits myself for the last few years and devoting the larger amount of my time to it and other things that have to do with it."

Carrier contends that the correcting of daily T & E time to gross edits was new work resulting from improved computer technology in processing payroll data and was properly assigned to Claimants as part of and incident to their duties. Carrier further contends that the edits referred to in Mr. Wainscott's statement were those in the final stages of the payroll period and not to the newly inaugurated daily edits.

The Board is of the opinion that there is no substantive evidence of probative value to establish that the daily edits work was performed by Mr. Wainscott. The one sentence statement by Mr. Wainscott fails to meet the probative value standard and is otherwise insufficient as the basis on which to sustain the claim.

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

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 31st day of January 1978.