

JUN 8 1988

FEDERAL LAB BOARD NO. 2065

Parties  
to the  
Dispute

Brotherhood of Railway, Airline and Steamship Clerks,  
Freight Handlers, Express and Station Employees

v.

Norfolk and Western Railway Company

Case No. 100-  
Award No. 88

STATEMENT OF CLAIM

1. On June 1, 1982, Carrier violated Rule 1, Scope, as amended January 8, 1979, when, on June 1, 1982, N&W Carrier transferred the weighing of all coal going to the IRR Carrier from the N&W location at Norton, Virginia, to the SOU location at Appalachia, Virginia. This work was performed by the N&W clerical employees at Norton, Virginia, and is currently being performed by the IRR clerical employees at Appalachia, Virginia. This work also includes, not only weighing, but also the revenue waybilling of same.

2. As a result of said violation, Carrier shall now be required to compensate the three senior qualified clerical employees located at Norton, Virginia, eight (8) hours at the rate of time and one-half each for each and every day commencing June 1, 1982, and continuing until said violation is resolved. This claim is for one employee each shift, every day, commencing as indicated June 1, 1982.

OPINION OF THE BOARD

The facts in this claim are not in dispute. On June 1, 1982, the Carrier's (Norfolk and Western and Interstate, a wholly owned

subsidiary of the Southern Railroad) coordinated their separate operations and facilities at Norton, Virginia, into the NW Facility at that point. This was done in accordance with the Implementing Agreement of March 29, 1982, negotiated under Article 1, Section 4, of the New York Dock Conditions imposed on the parties in ICC Finance Docket No. 29430. Concurrent with the coordination, the NW discontinued weighing coal traffic interchanged with the Interstate at Norton. Thereafter, the coal was weighed by Interstate employees at Andover, Virginia.

The Organization presented the claim alleging violation of the Scope Rule and Carrier contends, among other things, that the weighing of this traffic is part of the coordination of June 1, 1982.

The Board has reviewed the parties' written submissions and considered their presentations made during oral argument and concludes that the instant complaint resulted from a change apart from the coordination of the Carriers' separate facilities at Norton, Virginia, on June 1, 1982. Section 1 of Article 1 of the General Implementing Agreement signed on May 19, 1982, requires the Carriers to serve a fifteen (15) day notice on the General Chairman to cover the coordination of work when no employees are required to relocate or there is no force reduction, which is the situation in this dispute.

Since the Organization is thoroughly familiar with the change, the fifteen (15) day informational notice would accomplish nothing. The Board, however, does not feel that work can be unilaterally coordinated with impunity. The record shows that the weighing of coal traffic at Norton required on the average twenty-five minutes per day, therefore, the time claimed greatly exceeds the actual time required to perform the work. The claim was submitted by the local Chairman in a letter dated July 14, 1982, which is the date the record shows that the Organization was first aware of the change.

Based on the authority vested in this Board by the parties, we will sustain this claim to the extent of twenty-five minutes per day for the period June 1, 1982, to July 14, 1982.

#### AWARD

Claim sustained per the findings.

R. E. Dennis  
R. E. Dennis, Neutral Member

E. J. Neal  
E. J. Neal, Employee Member

3/8/85

J. D. Gereaux  
J. D. Gereaux, Carrier Member  
Dissenting  
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