Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 12039
SECOND DIVISION Docket No. 11661-T
91-2-88-2-157

The Second Division consisted of the regular members and in addition Referee Lamont E. Stallworth when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
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(Southern Railway Company

STATEMENT OF CLAIM:

1. That under the current Agreement the Carrier improperly assigned Supervisors to enter repair billing into the computer billing repair system, KATY, April 9, 14, 15 and 16, 1987.

2. That accordingly, the Carrier be ordered to pay Carmen F. J. Thibodaux, Jr., five (5) hours' pay for each violation, a total of twenty (20) hours' pay.

FINDINGS:

The Second Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This Claim arose at the Carrier's Olive Yard in New Orleans, Louisiana. The Organization claims that, before 1987, carmen at the Olive Yard wrote out all billing sheets detailing needed car repairs. After editing by Supervisors, the billing documents were then sent to Roanoke, Virginia. However, in 1987, the Carrier installed a computer-aided car repair billing system referred to as CARS. Once that system was in place, paper-and-pencil repair bills were no longer prepared. Instead, repair information is entered into hand-held electronic devices containing miniature computer keyboards and display terminals. That device is known as a KATY.

The Organization contends that the Carrier violated Rules 40, 42 and 132 of the Agreement when, on four dates in April, 1987, the Carrier allowed Supervisors to enter billing information into the CARS through KATY devices. Rule 132 is the carmen's Classification of Work Rule. However, Rule 132 does not specifically mention the entry of repair billing information into the CARS system. As the Organization appears to concede, Rule 132 cannot be said to specifically reserve that work exclusively to the carmen. Rules 40 and 42 provide, respectively:

> "RULE 40.(a) Except as provided in this Rule 40 and Rules 39, 41, 42 and 44 of this agreement, none but mechanics or student mechanics regularly employed as such will be assigned to do mechanics' work as per special rules of each craft, except at small points where minor or emergency jobs are required.
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> (b) Helpers shall not be advanced to the detriment of mechanics.
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> (c) This rule shall not apply to foremen at points where no mechanics are employed or to foremen at other points in charge of small forces whose time is not fully occupied in supervisory duties."
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> "RULE 42. (a) None but mechanics or student mechanics regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.
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> (b) If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairman of the organizations affected. Any disputes over the application of this rule shall be handled in accordance with the provisions of Rule 35 - Claims and Grievances.
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> (c) An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule."

Although none of the cited Rules explicitly provides that the work at issue in this Claim belongs exclusively to carmen, the Organization contends that such work "historically" has been done by carmen at Olive Yard. The Carrier disagrees.

The Carrier first argues that there cannot possibly have been an "historical" practice with respect to the entry of repair bill information into the computer-aided repair system because the CARS system was just inaugurated in 1987. However, the Organization refers not merely to the entry of data into CARS, but to the historical (pre-CARS) method of preparing repair bill information for transmittal through the Carrier's system.

If the repair bill work was exclusively performed by carmen prior to the advent of the CARS system, and if as appears the carmen are competent to continue performing the work using the new devices, there might well be merit to the Organization's position in this Claim. The use of supervisors to take over part of the function after the CARS was in place might represent, as the Organization argues, an incursion into work belonging exclusively to the carmen. However, the Organization did not substantiate its contention that the historical practice was to reserve the writing and "inputting" of repair bills exclusively to carmen.

It goes without saying that, in order to prevail in a Claim like this, the Organization must show either that the Agreement specifically reserves the work to its members or that the work has been performed exclusively by its members throughout an extended period of time. See, Second Division Awards 11533 and 11535. Absent such a showing here, this Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 1st day of May 1991.