

The Third Division consisted of the regular members and in addition Referee Martin F. Scheinman when award was rendered.

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees  
PARTIES TO DISPUTE: (  
(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood  
(GL-10001) that:

CASE NO. 1

(a) Carrier violated and continues to violate the current Clerks' Agreement at Streator, Illinois, beginning on or about January 1, 1980, when Carrier elected to become a participant in the Interchange Continuity System of the Association of American Railroads and transferred very substantial amounts of clerical work to employees of the AAR, and

(b) Claimant J. A. Spraggon, incumbent of Position 6139 Car Clerk shall now be allowed eight (8) hours pay at the rate \$99.30 for position 6139 for January 20, 1984 and each subsequent day until the violation is corrected, and

(c) Such work shall be returned to the Employees entitled to perform it.

CASE NO. 2

(a) Carrier violated and continues to violate the current Clerks' Agreement at Streator, Illinois, beginning on or about February 1981, when Carrier elected to become a participant in the Interchange Continuity System of the Association of American Railroads and transferred very substantial amounts of clerical work to employees of the AAR, and

(b) Claimant R. E. Dettelhouser, incumbent of Position 6136 Car Clerk shall now be allowed eight (8) hours pay at the rate of Position 6136 for January 2, 1984 and each subsequent day until the violation is corrected, and

(c) Such work shall be returned to the Employees entitled to perform it.

CASE NO. 3

(a) Carrier violated and continues to violate the current Clerks' Agreement at Streator, Illinois, beginning on or about January 1, 1980, when

Carrier elected to become a participant in the Interchange Continuity System of the Association of American Railroads and transferred very substantial amounts of clerical work to employees of the AAR, and

(b) Claimant L. O. Arendell, incumbent of Position 6039 Car Clerk shall now be allowed eight (8) hours pay at the rate \$99.30 for Position 6039 for January 15, 1984, and each subsequent day until the violation is corrected, and

(c) Such work shall be returned to the Employees entitled to perform it.

CASE NO. 4

(a) Carrier violated and continues to violate the current Clerks' Agreement at Streator, Illinois, beginning on or about January 1, 1980, when Carrier elected to become a participant in the Interchange Continuity System of the Association of American Railroads and transferred very substantial amounts of clerical work to employees of the AAR, and

(b) Claimant F. D. Wahl, incumbent of Position 6137, Rate and Revising Clerk shall now be allowed eight (8) hours pay at the rate of \$101.43 for Position 6137 for January 18, 1984 and each subsequent day until the violation is corrected, and

(c) Such work shall be returned to the Employees entitled to perform it.

CASE NO. 5

(a) Carrier violated and continues to violate the current Clerks' Agreement at Streator, Illinois, beginning on or about January 1, 1980, when Carrier elected to become a participant in the Interchange Continuity System of the Association of American Railroads and transferred very substantial amounts of clerical work to employees of the AAR, and

(b) Claimant D. M. Mau, incumbent of Position No. 6097, Train Order Clerk shall now be allowed eight (8) hours pay at the rate \$101.46 for Position 6097 for January 28, 1984 and each subsequent day until the violation is corrected, and

(c) Such work shall be returned to the Employees entitled to perform it.

CASE NO. 6

(a) Carrier violated and continues to violate the current Clerks' Agreement at Streator, Illinois, beginning on or about January 1, 1980, when Carrier elected to become a participant in the Interchange Continuity System

of the Association of American Railroads and transferred very substantial amounts of clerical work to employees of the AAR, and

(b) Claimant, J. L. Hartwig, incumbent of Position 6098, Train Order Clerk shall now be allowed eight (8) hours pay at the rate \$101.46 for Position 6098 for January 29, 1984 and each subsequent day until the violation is corrected, and

(c) Such work shall be returned to the Employees entitled to perform it.

CASE NO. 7

(a) Carrier violated and continues to violate the current Clerks' Agreement at Streator, Illinois, beginning on or about January 1, 1980, when Carrier elected to become a participant in the Interchange Continuity System of the Association of American Railroads and transferred very substantial amounts of clerical work to employees of the AAR, and

(b) Claimant D. A. Bussell, incumbent of Position Relief Clerk No. 2, shall now be allowed eight (8) hours pay at the current rate of pay for this position for February 6, 1984 and each subsequent day until the violation is corrected, and

(c) Such work shall be returned to the Employees entitled to perform it.

CASE NO. 8

(a) Carrier violated and continues to violate the current Clerks' Agreement at Streator, Illinois, beginning on or about January 1, 1980, when Carrier elected to become a participant in the Interchange Continuity System of the Association of American Railroads and transferred very substantial amounts of clerical work to employees of the AAR, and

(b) Claimant C. C. Simmons, incumbent of Position Relief Clerk No. 3, shall now be allowed eight (8) hours pay at the rate of \$101.46 per day for February 23, 1984, and each subsequent day until the violation is corrected, and

(c) Such work shall be returned to the Employees entitled to perform it."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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 consists of eight cases arising out of decisions by Carrier to become a participant in the Interchange Continuity System of the Association of American Railroads (AAR). According to the Organization, Carrier's decision resulted in transfer of substantial amounts of clerical work to employees of the AAR.

The relevant facts of this claim are not in dispute. Carrier is a subscriber to the AAR's National Car Information System (NCIS). NCIS is a computer linked data base which enables the subscriber carriers to exchange data relating to car movement, interchange dates and times, waybill information, etc. The NCIS has several subsystems which perform related services necessary to obtain the data.

In January 1984, Carrier instituted one subsystem (EDI) at Streator, Illinois, and instructed its clerical employees there to use the waybill data received from the AAR computer instead of inputting the data themselves.\*

As a result, the Organization filed these claims contending that its members should have inputted data instead of utilizing the AAR computer for this purpose. Carrier timely rejected the claim. Thereafter, the matter was handled in the usual manner on the property. It is now before this Board for adjudication.

The Organization maintains that the work in dispute has been traditionally and exclusively performed by its members on a systemwide basis. It points out that prior to computerization, information from one location to another was transmitted via a telegraph key. Information received in that manner would be transcribed onto a form known as a FORP. The Organization stresses that all employees involved in the compiling of the data were its members.

Moreover, the Organization insists, after computerization, its employees continued to transmit the data via "EE" reports. This practice continued until the instant dispute arose according to the Organization. Therefore, it urges, prior to Carrier's participation in NCIS, the disputed work was performed exclusively by clerical employees. Under these circumstances, the Organization maintains that Carrier violated the Scope Rule when it opted into NCIS. Therefore, the Organization reasons that the claims should be sustained in their entirety.

Carrier asserts that it did not violate the Agreement. Instead, it suggests, it simply has utilized new technology to maximize services in an

\*Apparently, EDI had been initiated earlier but was discontinued.

efficient manner. Moreover, it stresses, it has on many occasions participated in similar computerized interchange systems which resulted in the elimination of manual functions by employees. Thus, Carrier submits, its actions did not violate the general Scope Rule contained in the Agreement. Therefore, it asks that the claims be rejected.

Upon review of the record evidence, we are convinced that the claims must fail. This is so for a number of reasons.

First, it is undisputed that the Scope Rule in the Agreement is general in nature. That is, it does not specifically refer to the functions which the Organization claims were improperly transferred to AAR employees. Under these circumstances, the Organization must demonstrate that its members have traditionally and exclusively performed the disputed work.

The Organization has not met this burden. Instead, it has merely demonstrated that the mechanical functions involved have been performed by its members. However, the record is replete with numerous examples of computerized information compiled by other than Carrier employees. For example, Carrier in the past has been involved in data exchange with other railroads. These included Care Hire and Interline Freight Revenue, Car Repair Billing, and other systems. As such, it is clear that computerization of clerical functions is not per se, prohibited by the Scope Rule of the Agreement or by the practice of the parties.

In addition, the most recent Award cited by the Organization does not justify sustaining the claims. In that case, Third Division Award 26442, the Board found for the Organization because Rule 1(e) of the Agreement requires that a "Mechanical device" be retained and operated by employees covered by the Agreement. Here no such specific rule exists. Thus, that Award is simply not applicable to the instant dispute.

In sum, the record evidence reveals that manual functions relating to the disputed work has been traditionally performed by members of the complaining craft. However, it also indicates that computerizations of manual tasks has been previously performed by other than Carrier employees. Given these facts and the general nature of the Scope Rule, the claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of August 1988.