

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

PARTIES TO DISPUTE: (Transportation Communications International Union
(Missouri Pacific Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10004) that:

1. Carrier violated the Clerks' Rules Agreement when it allowed persons not covered by the Agreement to perform the work of billing cars of El Paso Products into the computer; such action being in violation of Rules 1, 3, 5 and 54 of the Agreement. (Carrier's File 304-647).
2. Carrier shall now be required to compensate Claimants as outlined below:
 - a. Clerk M. E. Pittman and/or successor(s) for a day's pay beginning November 14, 1983 and continuing each workday thereafter Monday through Friday (6:00 a.m. to 3:00 p.m.) until violation is corrected.
 - b. Clerk L. L. Cameron and/or successor(s) beginning November 14, 1983 and continuing each workday thereafter Monday through Friday (10:00 a.m. to 7:00 p.m.) until violation is corrected.
 - c. Clerk M. D. Price and/or his successor(s) beginning November 19, 1983 and continuing each Saturday thereafter until violation is corrected."

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 employee 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 involves the Scope Rule of the parties' Agreement. It arose after El Paso Products implemented the use of electronic equipment (CRT) that could be programmed to automatically accept bill of lading data.

Prior to the use of electronic equipment on November 14, 1983, El Paso Products furnished its bill of lading information by telephone. Commencing November 14, 1983, El Paso Products furnished its bill of lading information by CRT directly to Carrier's computer. The computer automatically prepared the waybill. The shipper continued to furnish the bill of lading information by use of the electronic equipment, but it was no longer necessary for Carrier employees to physically prepare or complete the waybill since the computer is programmed to accept the bill of lading information and automatically add that which was formerly added manually by a clerical employee.

The Organization claims that Carrier violated the Agreement between the parties by removing the work of preparing waybills from the Scope of the Agreement and "farming it" to persons not covered by the Agreement. It further alleges that the work has traditionally and historically been performed by employees covered by the Agreement until this dispute arose. The Organization argues that in order for Carrier to remove the work of preparing waybills from the scope of the Agreement, such change must be negotiated.

Carrier denies the allegations for a number of reasons. It contends that the shipper is furnishing bill of lading information which it is obligated to do. The only difference is that shipper's employees now use the CRT to perform that function instead of previous use of the telephone. Carrier asserts that it is the prerogative of the shipper to determine the means of furnishing bill of lading information, whether it be by U.S. Mail, teletype, telephone or CRT, the shippers responsibilities and functions remain the same, although the type of equipment used may change.

The Organization's contention that employees of El Paso Products are performing the work of billing cars is disputed by Carrier. It contends that the function of preparing a waybill is that of the Carrier and not the shipper. Whether the waybill is prepared manually or by computer, it continues to remain a function of Carrier. Carrier summarizes its defense by relying on Board Awards to support its position that to automate functions which eliminate certain manual tasks is within its rights. It further contends that the change did not result in the abolishment of any clerical positions nor did it effect any rearrangement of forces.

The Board has reviewed the entire record and concludes that the claim must fail. The installation and utilization of the CRT operated by employees of the shipper transferred no work from Carrier to El Paso Products. El Paso Products always had the responsibility of furnishing bill of lading information. The electronic change did not in any way alter the responsibility of the shipper, and did not transfer to the shipper work previously performed by Carrier.

Instead, the utilization of the CRT eliminated the need for Carrier's employees to manually enter the information, since it was automatically added by the computer. What occurred in this case was the result of a labor saving technique. Board Awards of this Division clearly support the position that this type of installation does not constitute a transference of work. See Third Division Awards 11494, 12497, 13215, 14589, 22832. Where there is an elimination of work, as here, rather than a transfer of work the claim must be denied.

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Award No. 27975
Docket No. CL-26513
89-3-85-3-251

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 29th day of June 1989.