

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
(Elgin, Joliet and Eastern Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10096) that:

1. Carrier violated and continues to violate the effective Clerks' Agreement when on or about December 3, 1984, and thereafter, it required and/or permitted employees not covered by the scope thereof to operate data processing devices; work which is reserved to employees covered by such agreement;

2. Carrier shall compensate the senior furloughed employees in Seniority District No. 2 eight (8) hours' pay at the straight time rate of a computer operator position for December 3, 1984, and for each and every day thereafter that a like violation occurs."

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 dispute involves the assignment of certain Management employees not covered by the scope of the Agreement to operate a Radio Shack Micro-Computer (personal computer) in its Accounting Department beginning December 3, 1984. Carrier maintains that the installation of the PC operated by Management personnel did not transfer work from Computer Operator positions to employees not covered under the Scope Rule. It insists that the installation of a labor-saving device which has simply changed the manual method of preparing statistical analysis to a PC system does not violate the Agreement. Accordingly, it asks that the Claim be denied.

The Organization alleges that clerical employees have historically performed all productive work in connection with the mechanical and electronic processing of data. It maintains that such work remains under the exclusive jurisdiction of clerical employees unless it is removed during the negotiation process. Accordingly, it asks that the senior furloughed employee be compensated one day's pay for December 3, 1984, and for each and every day thereafter.

Except as to dates and the particulars of the work involved, this dispute is the same as that considered in Third Division Award 27098. Evidence presented to this Board clearly shows that data processing equipment performs work which formerly was done manually. In the past, a pencil, paper, and calculator were used by Management employees to prepare statistical analysis. At the present time, a PC is being used by these same persons to perform the same work. What has occurred in this case was the normal consequence of the installation of a labor-saving device. This does not violate the Scope Rule of the Agreement. As such, the Board reaches the same conclusion as in Award 27098, based on the same reasoning.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Bevil - Executive Secretary

Dated at Chicago, Illinois, this 11th day of September 1989.


LABOR MEMBER'S DISSENT TO
AWARD NO. 28097, DOCKET CL-27063
(REFEREE SCHEINMAN)

Suffice it is to say that the Majority Opinion has erred in it's decision to deny when it states:

"As such, the Board reaches the same conclusion as in Third Division Award 27098, based on the same reasoning."

The problem with the aforementioned is that Award 27098 lacked logical reasoning and was based upon unsubstantiated assertions. Thus it follows we Dissent to Award 28097 because it has compounded the prior Award's error.

Award 28097 is palably wrong and carries no precedential value.


William R. Miller
Labor Member

September 19, 1989
Date