

The Third Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(
(CSX Transportation, Inc. (Seaboard Coast Line)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10502) that:

1. Carrier violated the Agreement(s) when on or about sixty (60) days prior to the date of this claim, it allowed, permitted or required Signal Supervisors to input Material Report into the computer, which is work that has always been input by employees covered under the provisions of the Agreement between the Carrier and the Transportation Communications Union.

2. Account violation listed above, Carrier shall compensation (sic) the Senior Idle Employee, unassigned in preference, eight (8) hours' pay at the rate of \$110.24 per day for each day commencing sixty (60) days prior to the date of this claim and each subsequent day until violation ceases. Claim is to include all-subsequent wage increases, including COLA.

FINDINGS:

The Third 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.

The dispute in the present case arose when the Organization filed a Claim protesting the inputting of data into a CRT by Signal Supervisors. The work at issue is known as a "Material Report." The report indicates the type and amount of material used each day on a project and is prepared to keep track of material inventory. In the past, the Signal Supervisor had filled out manually "Form 7244" and either mailed or carried it to the Division Expenditures office. In some cases, the information was sent via the Automated Message System (AMS). Upon receipt of the hard copy report, the information was entered into the Accounting Department's data base by a clerical employee in that department.

On or about July 23, 1988, Carrier began phased implementation of a new system which would allow Signal Supervisors to report the information directly to the Accounting Department electronically using a CRT and keyboard. Under that system, clerical employees would no longer re-type the Material Report data into the data base. Once it had been keyed in by the Signal Supervisors it would become resident in the data base. Clerical employees would retrieve the resident Material Report data from the computer, make any necessary changes, and complete the processing.

On April 24, 1989, the Local Chairman filed a Claim on behalf of the Senior Idle Employee when, on or about April 3, 1989, he learned that a Signal Supervisor at Tampa, Florida, transmitted a Roadway Material Report into the computer in lieu of completing the prescribed Form 7244 for inputting by Accounting Department Clerks who previously were assigned these duties. The Claim was denied on May 5, 1989, and was subsequently appealed up to the highest Carrier officer authorized to handle such matters. Following a conference on the matter on January 5, 1990, Carrier confirmed its denial of the claim as follows:

"Engineering material transactions in the past were submitted for processing in one of two ways. Either form 7244 was filled out manually, mailed or carried to the Division Expenditures office and input by the Data Entry Clerk into the data base, or form 7244 was accessed in the AMS system, transmitted electronically to the Division Expenditures office and input into the data base by the Data Entry Clerk.

As a result of technological changes and computer enhancements, field personnel are now accessing form 7244 within the data base to log the same information that previously was prepared manually or via the AMS system. It is no longer necessary to mail the form to the Division Expenditures office, nor is it necessary for the Data Entry Clerk to re-enter that information into the data base. Those steps were eliminated. Instead the Data Entry Clerk retrieves form 7244, and completes processing by making any necessary changes.

It is our position that these changes do not represent a violation of the clerical Agreement. We have the right to make operational changes that will eliminate superfluous duties and duplicated work, and thereby enable us to work more efficiently.

Field personnel have merely substituted a formatted screen for a form that was prepared manually or in the AMS system. Clerical work was not removed as you contend, it was eliminated. Therefore, based on the foregoing and given the fact that this claim lacks merit and contractual support, it is hereby declined in its entirety."

The Organization relies for support of its position on the language of Rule 1 - "Scope" of the Agreement as amended in May 1981:

* * *

"(d) Positions or work covered under this Rule 1 shall not be removed from such coverage except by agreement between the General Chairman and the Director of Labor Relations. It is understood that positions may be abolished if, in the Carrier's opinion, they are not needed, provided that any work remaining to be performed is reassigned to other positions covered by the Scope Rule."

* * *

It maintains that in the past, Engineering material transactions were processed in one of two ways: Form 7244 was completed and sent to Division Expenditures and then input into the computer data base by a Clerk, or it was transmitted electronically in message form (AMS) to Division Expenditures for inputting into the data base. The Organization contests the Director Labor Relations' assertion in his letter of January 17, 1990, that it is no longer necessary to mail the forms, nor is it necessary for the Data Entry Clerk to re-enter such information into the computer data base. It proposes that the reason Clerks no longer perform that work is that work assigned to the Data Entry Clerks "since time beginning" has been unilaterally removed and assigned to employees not covered by the Agreement.

The Organization points out that it is not work that has been eliminated, but steps in performing that work. The work of inputting Engineering Material Reports into the data base still remains, but it is performed in the field by employees not covered by the Agreement.

Both parties recognize that the issue raised herein is not a question of first impression and each has cited numerous Awards. We find Public Law Board No. 3735, Award 1 to be directly on point:

"Therefore, this Board must consider whether Carmen may, during the normal course of reporting car repair information, perform the final physical act (before the data is transmitted) which ultimately leads to inputting the information onto the computer tape. The second paragraph of Rule 1(b) provides that, under certain limited circumstances, employees other than those covered by the Agreement, may perform clerical work which is truly '...incident to and directly attached to the primary duties of an employee not covered by this Agreement...' Rule 1(b) contains two provisos. First, the work cannot constitute a preponderance of the duties performed by the non-covered employee. Second, there can be no transfer of work formerly performed by a Clerk whose position was abolished.

Although the Carman, as an inherent part of his reporting function, sets in motion the automatic apparatus for transmitting and inputting car repair data, this minutia of clerical work is not a preponderance of the Carman's duties. When at the CRT screen, the Carman devotes almost all his time to recording car repair information.

The Organization has not proved that any clerical work was transferred. Scanning equipment operator positions were abolished not because work was transferred from the COC, but due to the abandonment of the scan data form. Similarly, editorial errors have been virtually eliminated. Carmen do not correct editorial errors since the CRT terminal and the Manual prevent Carmen from making these errors in the first instance. Legibility and clarity are no longer a problem when car repair data is reported on the CRT device. Eliminating a clerical step is not a Scope Clause violation. Public Law Board No. 2470, Award No. 59 (Sickles) and NRAB Third Division Award No. 22832 (Scheinman). Operating the CRT device is incidental to the Carmen's primary duty to compile and report car repair information. Public Law Board No. 1812, Award No. 55 (Lieberman) and Public Law Board No. 2396, Award No. 1 (Eischen). In a case involving the operation of a CRT device by yardmasters to monitor cars in the yard, Referee Seidenberg authoritatively adjudged:

'The Board also finds that to accept the contentions of the Clerks' Organization would require a clerk to be positioned in the Yardmaster's Tower, merely to press the keys on the console of the CRT equipment in order to effectuate the instructions and records of the Yardmaster - work which the Yardmaster can and does do incident to executing essential yardmaster duties. Another course of action that would have to be followed if the contentions of the Clerks' Organization were to be accepted, would be to transfer from the Yardmasters' Craft to the Clerks' Craft, the duties and responsibilities of switching Corwith Yard with the concomitant duties of maintaining a car-track inventory following the switching. If the Clerks were to be vested with the exclusive right of operating CRT equipment, a Yardmaster could not function, and there would be no justifiable need for the Carrier to employ Yardmasters.

In short, the Board finds that to sustain the position of the Clerks' Organization in this dispute, would amount to a de facto transfer or assignment of work that has traditionally been encompassed within the Scope of Yardmasters' Agreement, and work which has traditionally been performed by Yardmasters, to the Clerks' Organization.'

Therefore, the Carmen's utilization of the CRT device to the extent it causes the transmission and input of car repair data onto the computer magnetic tape is incidental to their primary duties and integral to the essence of Carmen's work. See also Public Law Board No. 2268, Award No. 12 (Roukis)."

We conclude that the Signal Supervisor, in the course of doing his traditional work using new technology, causes the Material Report data to be inputted in the computer memory tape. Under the principles enunciated above, such "incidental" performance of Agreement-covered work is permissible under the limited exception to Rule 1.

A W A R D

Claim denied.

Form 1
Page 6

Award No. 29379
Docket No. CL-29527
92-3-90-3-473

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 17th day of September 1992.