

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISIONAward No. 29618  
Docket No. TD-29373  
93-3-90-3-295

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (American Train Dispatchers Association  
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(CSX Transportation, Inc.

STATEMENT OF CLAIM:

- "(a) CSX Transportation, Inc. ("Carrier") violated Appendix 13 to its Train Dispatchers' basic schedule agreement applicable in the Jacksonville centralized train dispatching center ("JCTDC") when it permitted and/or required other than Train Dispatchers to use CRT units (or similar) machines to input information necessary to the train dispatching operations on the Florence Division, which was previously assigned to dispatching forces, i.e., Conductors Register Slip & Handle Reports, effective 6:00 A.M. May 4, 1989 at Rocky Mount, NC and 12:01 P.M. May 5, 1989 at Florence, SC.
- (b) Because of the lost work opportunities resulting from said violation, the Carrier shall now allow one (1) day's pay at the rate applicable to Assistant Chief Train Dispatchers in the JCTDC for each of the three shifts, beginning with first shift on May 4, 1989 and continuing on each shift and date thereafter until the violation ceases, to a pool of Train Dispatchers holding seniority on the JCTDC seniority roster (including those referred to in Section 9(b) of the January 9, 1988 Memorandum Agreement), in addition to any other compensation they may have for such dates.
- (c) The identities of individual claimants included in the pool referred to in paragraph (b) above shall be determined by a joint check of the JCTDC seniority roster, in order to avoid the necessity of presenting a multiplicity of daily claims. The division of the money among such pool shall be determined by the American Train Dispatchers Association."

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 employe 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.

As Third Parties in Interest, the United Transportation Union (UTU) and the Transportation Communications International Union (TCIU) were advised of the pendency of this dispute and filed Submissions with the Division.

Prior to the dates covered by this claim, Carrier required Conductors to complete a Form 6571 (Conductor's Crew/Rest Register Slip & Train Handled/Delay Report), which summarized the train's delays en route, as well as provided information about the crew's tie up time and requests for rest. The delay information was used by the Dispatchers for completing their train sheets. The crew information was used by the Crew Callers as a basis for ordering crews consistent with applicable Agreements and the Hours of Service Law.

Ultimately, as a result of computerization, it became possible for the Conductors to enter the information which had previously been reported on Form 6571 directly into a coordinated Crew Management System and Centralized Train Dispatching System by using Cathode Ray Tube (CRT) terminals. Consequently, it was no longer necessary for Crew Callers or Dispatchers to enter this information manually on paper records.

Until these new systems were fully operational and CRT terminals were in place at all locations, it is apparent that Conductors either phoned or omnifaxed the Form 6571 to Clerks, who then either entered the information into the computer, or relayed it to Dispatchers who made the data entries. When this claim commenced, Conductors were making the data entries directly into the computer. The Organization then filed this claim, asserting the Conductors are performing work reserved to Dispatchers. It claims this is a violation of Appendix 13 of the Agreement, which reads as follows:

"CRT EQUIPMENT

1. Recognizing that Cathode Ray Tube equipment is simply an improved method of communication, Train Dispatchers, Assistant Chief Train Dispatchers and Night Chief Dispatchers may be required to use CRT Units (or similar machines) to input any information necessary pertaining to the train dispatching operations on the division. Any information necessary is intended to include, but is not limited to, programs such as the Train Operations Monitoring System (TOMS) and Computer Assisted Dispatching System (CADS). Such work, when assigned to dispatching forces, will become work belonging to the Dispatchers' craft, unless such work is later eliminated. It is recognized that the right to such work does not include other work which is now, or may be assigned in the future, to other crafts."

According to the Organization, prior to the times stated in part one of this claim, Conductors going off duty at Florence, South Carolina, and Rocky Mount, North Carolina, transmitted their Form 6571 reports to Dispatchers in the Jacksonville Centralized Train Dispatching Center (JCTDC) via facsimile machine. The information from the Florence Division was then entered into the computer by JCTDC Dispatchers. The Organization argues that once this work was assigned to Dispatchers, it could not later be assigned to Conductors or others.

The Organization relies chiefly upon Third Division Award 27320 (ATDA and CSX Transportation), which involved an identical Rule and a claim that clerical employees were transmitting Research and Resolve validations of train authorizations. Finding this work was assigned to Dispatchers from the origin of the TOMS and CADS program until it was transferred to Clerks, the Board found the work then became work of the Dispatcher craft pursuant to the terms of the Agreement.

The Carrier first argues the work has always been performed by Conductors; it is only the format that has changed. It submits the Conductor has always prepared paper and pencil reports documenting the information contained in the Form 6571. The fact that the Conductor now records this information at a CRT terminal instead of on paper, according to the Carrier, does not violate the Agreement. It asserts it has a right to computerize any of its data collection operations and continue to have the same employee perform the work. Carrier says it has simply eliminated an unnecessary extra step in the recording process.

The Carrier has also referred to various Awards of this Division wherein the Board has denied claims that work was transferred from Clerks or Dispatchers when other employees made computer entries of data they had previously provided in handwritten form.

As a Third Party in Interest, the UTU has merely asserted the work involved in this dispute is work belonging to another craft, and not to Conductors/Trainmen. It notes this dispute had been presented to the First Division, NRAB. The TCIU, on the other hand, has taken the position the work belongs exclusively to neither the Dispatchers nor the Conductors. It avers Clerks had input the data contained in Form 6571 prior to the assignment of this work to Dispatchers. The TCIU notes it has presented its claim to this work to a Special Arbitration Board.

The Board notes that, prior to Hearing, both the UTU and the TCIU disputes were resolved. In First Division Award 24121, the Board denied the UTU's claim that making the data entries was outside the scope of the Conductors' Agreement. The Board held:

"We have studied the positions of the parties and have had an opportunity to study Award 116 of PLB No. 3510 between the UTU and the C&O Railway Co. and we have had an opportunity to consider the Special Arbitration Board Award, dated September 6, 1991 between the TCIU and CSX Transportation. We are compelled to conclude that the claims in the instant case are without merit based on Article VIII, Section 3(8) and 9 of the 1985 UTU National Agreement and the precedent value of the previously cited Awards. We must deny this claim."

The September 6, 1991, Special Arbitration Board Award, cited above, denied the TCIU's claim that the Carrier improperly removed the data input work from Clerks and assigned it to employees not covered by the TCIU Agreement. In that dispute, the Board found:

"In late 1987, the Carrier began to centralized (sic) the crew calling function for its entire system at the Crew Management Center ("CMC") in Jacksonville, Florida. At first, Conductors called the Crew Caller at the CMC to provide that person with information from Form 6571 ("OS") who then relayed the information. As more and more of the crew calling work was centralized at the CMC, a new computer system, the Crew Management System ("CMS") was instituted in June 1988 and went on-line in

September 1988. The CMS interfaced with other computer systems. In May 1989, a sub-system of the CMS, the MCCR, began which allowed the Conductor to directly input the OS information into the CMS. Therefore, at that point, the Conductor no longer needed to complete Form 6571 and the Crew Caller and Dispatcher no longer input Form 6571 information. With respect to the Dispatcher, the Train Sheet ("TS") now was computerized. In other words, the Carrier now had a computerized system which was programed to eliminate many of the functions previously performed manually. The data from Form 6571 automatically passed to several of the various computer sub-systems and generated the completion of the TS and certain crew calling functions."

Neither of these Awards, however, is dispositive of the issue before us. They merely hold that Conductors, under their Agreement, may be required to perform the work, and that Clerks, under the TCIU Agreement, do not have an exclusive claim to the work. We must still address Appendix 13, which, in essence, provides that data entry which is first performed by Dispatchers may not later be given to other crafts. Such was the holding in Third Division Award 27320.

Whether or not Appendix 13 was violated, however, depends upon a factual determination. The Organization must prove the work was assigned to Dispatchers from the origin, as was proven in Award 27320. We do not find that burden of proof to have been met in this case. To the contrary, it is evident Clerks made data entries from Form 6571 when the system first went on-line, at least at some locations on the property. Thus, the exclusion at the end of Appendix 13 applies. The Agreement, therefore, was not violated.

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 8th day of April 1993.