

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISIONAward No. 30021  
Docket No. CL-30706  
94-3-92-3-506

The Third Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

(Transportation Communications International  
(Union  
PARTIES TO DISPUTE: (  
(Bessemer and Lake Erie Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the  
Organization (GL-10834) that:

1. Carrier violated the effective agreement when on November 12, 1990, it required and/or permitted an employe not covered thereby to perform work reserved to employes fully covered thereby;
2. Carrier shall now compensate Mr. D. N. Marini eight (8) hours' pay at the time and one-half rate of his position for November 12, 1990."

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.

On the date of the claim, a Track and Structures Supervisor typed two reports. One report dealt with a derailment, while the other outlined procedures followed in the 1990 tie renewal program. These reports were three and four pages long, respectively. The Organization asserts this work, as is all typing work on this property, is reserved to clerical employees.

Although the Carrier maintains a centralized Engineering office, where the clerical employees regularly type reports, the field Supervisor is headquartered at Butler, where there are no clerical personnel assigned. According to the Carrier, field

supervisors have historically handwritten or typed all of their reports and correspondence.

The Organization, on the other hand, cites Third Division Award 27896 as holding that all typing is a clerical function to be performed by covered employees. That dispute involved the typing of data into a micro-computer. The Board held:

"Herein, even through use of the micro-computer, has provided efficiencies, there remains the clerical function of typing data. That the data is now stored on a disc rather than in the typewriter does not change the nature of the clerical work. Accordingly, this clerical function must continue to be performed by TCU represented employees."

The Agreement contains what is commonly known as a "position and work" Scope Rule. Under such a Rule, work that has been performed by covered employees may not be given to anyone outside the scope of the Agreement. This is the rationale of Award 27896. While we accept the rationale, we do not find it applicable in this case. Clerical employees do not have the right to all typing work. Rather, they have the right to all the typing they have done in the past. Here, clerks have not, as a practice, typed reports prepared by field supervisors. This was not a case of substituting computers for typewriters. The supervisor was following a practice which had existed for decades. We do not find a violation of the Agreement.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: Catherine Loughrin  
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 21st day of January 1994.