

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30302
Docket No. CL-30475
94-3-92-3-202

The Third Division consisted of the regular members and in addition Referee Gil Vernon when award was rendered.

(Transportation Communications International Union)
PARTIES TO DISPUTE: (
(CSX Transportation, Inc. (former Chesapeake
(and Ohio Railway Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Organization (GL-10693) that:

- (a) The Carrier violated the Scope Rule, Rule 1 and others of the General Agreement and Memoranda thereto, when commencing on July 2, 1990, it initiated a procedure of having the Roadmasters, Signal Supervisors, and Bridge and Building Supervisors at Various Locations input raw payroll data of crews into the Computer via CRTs and the INFOBOT Payroll System: and,
- (b) The Carrier shall now arrange to allow Clerk, M. J. Mackowski, ID 475909, his successor or any substitute working in his place, eight (8) hours pay, based on the monthly rate of \$2,633.47, per day commencing on the date of July 2, 1990, and continuing each day thereafter until this violation has ceased."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and 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.

The Claim before the Board involves a change in the manner in which the Carrier handled payroll data. At the outset, we accept that it is a continuing Claim and thus was properly filed.

It is undisputed that before the instant change in procedures, Supervisors manually filled out a form called the "Engineering Payroll Transmission Work Sheet" every other Wednesday. This form is computer generated and contains (preprinted) the names of employees, their position numbers, and ID number for each day of the week. There are blank columns for various codes, such as overtime and accounting functions. It is also agreed that after manually filling out the forms, the Supervisor would fax or mail the forms to an engineering office for handling by a Clerk.

At this point the Parties' respective views diverge as to the nature of the old procedure and the significance of the changes as a result of the new procedures. The Organization maintains that the Clerk reviewed the data manually input by the Supervisors for errors and then inputted it into the computer. The Carrier describes the system somewhat differently. In the Carrier's view, a Clerical employee verified the information on the work sheet for accuracy. The Clerk would then access the PRRE computer program, and the "Engineering Payroll Transmission Details" computer screen would be displayed. The Engineering Accountant Clerk would then add the cost accounting codes and make any changes or additions from the Supervisor's work sheet. When all of the information was correct, the Engineering Accountant Clerk would simply depress the "Enter" key on the CRT console and the payroll information for that particular payroll report was automatically transmitted to the Carrier's mainframe computer system located in Jacksonville, Florida.

Under the new system it is undisputed Supervisors still manually record the same information as before on the same form. However, rather than faxing the form in, the Supervisors enter the data by use of a touch-tone phone or a CRT. It is the view of the Organization that this change was a transfer of work from Clerks to Supervisors. In the view of the Carrier, it was the elimination of a duplication of work. Now each Friday, after completion of the work sheet, instead of faxing the work sheet the Supervisor used a touch-tone telephone to transmit his payroll data into the INFOBOT system, wherein the data remained in suspense until retrieved by the Engineering Accountant Clerk in the office of the Manager-Division Expenditures. Unlike faxing this information, when the payroll data was transmitted via telephone, the computer automatically transmitted the various inputted codes onto the "Engineering Payroll Transmission Details" program of the computer system. The Carrier contends only the transmittal means have been modified.

The Carrier would have the Board believe that the only change in the procedure was the method of transmission of the completed form from the Supervisor sending it by fax to sending the data directly to the computer by CRT or telephone. This representation is not entirely accurate. The Carrier ignores the fact that under the old system the Clerk inputted the data that was added manually to the payroll form. The Supervisor now inputs that data.

The fact that the Supervisor is inputting data does not in and of itself establish that a prohibited transfer of work took place. Indeed, this and other Boards have held in cases, under this very Agreement, that Supervisors may use input devices to make reports--see Third Division Awards 29379 and 30314 as well as the Award dated October 2, 1990, of Special Board of Arbitration (Muessig). In those Awards it was held that such activity by Supervisors did not constitute a transfer of work, but was an elimination of work. In those cases the Boards held this to be the case in view of one very critical fact. They were convinced that non-clerical employees and other employees simply eliminated use of a pen and paper in favor of entering the data electronically that they formerly recorded manually. For instance, in one case Conductors filled out certain forms manually and the Clerk input the data. The Carrier had the Conductor use a CRT to enter the data directly onto an electronic form. The step of entering manually written data was eliminated. Data was only being recorded once, and the Boards found it mattered not whether the non-clerk was making that single entry by pencil or keyboard.

This case, however, contains one very crucial distinction. The step of hand/manual recording has not been eliminated. It is still, as it was previously, being done by the Supervisor. No duplicate work has been eliminated. The Supervisor is still under Carrier instructions filling out the payroll form with pen and paper and later, using that form, inputting the data into the computer system. Proof that work has not been eliminated is found in the instructions it issued to Supervisors which states, in relevant part:

"The only change in the Engineering Payroll System is the Foreman will now transmit his weekly payroll information via the more readily accessible telephone instead of the limited number and accessible FAX machine presently in use.

Every Foreman will continue to receive a pre-printed weekly payroll work sheet for his gang and should mark it accordingly daily as hours are earned and distribute the hours worked to the proper account codes. At the end of the week the Foreman will transmit his payroll information via any touch-tone telephone instead of a FAX machine."

This clearly establishes that a two-step process still exists and that work was not eliminated.

The Carrier suggests that transmission of the data via phone lines is simply a substitute for a fax machine. It is wrong. The use of the phone keypad is a substitute for a keyboard or other input devices that were previously operated by a Clerk. Transmitting an entire handwritten document via fax is entirely different in substance than manipulating the pad of a touch-tone phone to enter codes, etc.

The same functions that were previously performed by the Supervisor and the Clerk are now being done by only the Supervisor. As such, it cannot be said that, under these particular circumstances, work has been eliminated. The work was merely shifted from the Clerk to the Supervisor. The use of an input device under these circumstances--to wit the recording of data--is not incidental to the Supervisor's duties. As such, a removal of work, not an elimination of work, has occurred in violation of Rule 1 (b).

The remaining question is one of remedy. The Carrier before the Board argues that if there were violations, that they were de minimus in nature and that given that payroll is only handled once per week, an eight-hour pay per day Claim is grossly excessive. The Organization argues that it has proven that the Claimant's job abolishment was a direct consequence of the job transfer. Thus, the integrity of the Agreement must be sustained as presented.

The Board firmly disagrees that the Organization has proven a causal nexus between the payroll changes and the Claimant's job abolishment. Its proof in this respect is mere assertion and speculation. On the other hand, the Board can accept that there was a tangible loss of work opportunity. We are at a loss, however, to assess the exact extent of this loss due to a lack of evidence in the record. We do not know if the Clerk's payroll duties involved four hours per day or forty hours per week. The burden is on the Organization to give us that information. It has not, and a monetary award based on this record would be purely speculative. Accordingly, the remedy is limited to a finding that the Agreement was violated and the Board directs the Carrier not to violate the Agreement in the future.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 19th day of July 1994.