

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30314
Docket No. CL-30534
94-3-92-3-265

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-10763) that:

- (a) The Carrier has violated the terms of the General Agreement and Memoranda thereto, when commencing on August 7, 1989, it initiated a procedure of having the Conductor at Quensgate, input into the CRT the Conductor's crew\rest register slip and train\delay handle report himself;
- (b) The Carrier shall now arrange to allow Clerk M. J. Kirchner, ID 62863, or any employee working in his place, three (3) hours pay at the pro rata rate of \$109.47 per day for August 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30, and 31, 1989."

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 basic facts are undisputed. Prior to the instant dispute, Conductors would fill out by hand a written form (Form 6571 - Conductor's Crew/Rest Register Slip and Train Handled Data Report). The Conductor would then hand the form to a Clerk. At one point in time, the Clerical employee would then transmit certain information on that form to the Train Dispatcher either orally or by omnifax. Information appearing on the Form 6571 was then incorporated into the Crew Caller's records who maintained a crew calling board for train and engine employees.

Subsequently, the Carrier automated its crew-calling systems, as well as other functions relating to Form 6571 and, in accordance with Rule 1 and other Rules of the Agreement, assigned the inputting of the raw data into the computer system to Clerical employees. The Carrier's automation of the work functions occurred in the early part of 1988. In August 1989, Form 6571 was revised and the Carrier instructed Conductors to record the information they formerly wrote onto Form 6571 directly into the computer system by use of a CRT terminal.

The Organization views the changes instituted by the Carrier as a removal of work in violation of the Scope Rule. The Carrier views the changes as an elimination of work due to technological advances which it contends does not constitute a violation of the Scope Rule.

A review of the record reveals that the basic issue underlying this and some 78 other Dockets before the Board has already been resolved by a Special Arbitration Board convened by the Parties pursuant to a Memorandum of Agreement dated October 2, 1990. Referee Muessig, in an Award dated September 6, 1991, held that the Carrier did not violate the Agreement when it assigned Conductors to input Form 6571 information via CRTs. On this basis this Claim must be denied.

AWARD

Claim denied.

Form 1
Page 3

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O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

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