

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32766
Docket No. CL-33677
98-3-97-3-149**

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

**(Transportation Communications International Union
PARTIES TO DISPUTE: (
(Houston Belt & Terminal Railway Company**

STATEMENT OF CLAIM:

"Claim of the System Committee of the Organization (GL-11707) that:

- 1. The Houston Belt & Terminal Railway Company violated the Rules Agreement effective April 15, 1972, as amended, when it commenced allowing and/or permitting employees of another Company not coming under the Scope of the TCU Agreement to perform work (duties and responsibilities relevant to timekeeping/payroll) which have historically and by agreement been assigned to the clerical employees on the Houston Belt & Terminal Railway.**
- 2. Carrier shall now be required to compensate clerical employee Roy K. Wilbanks for eight (8) hours pay at the straight time rate of \$120.35 per day, subject to general increases and COLA, commencing January 1, 1996 and continuing until such time as claim is settled and the work in question returned."**

FINDINGS:

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

The carrier or carriers and the 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 were given due notice of hearing thereon.

For many years certain of Carrier's payroll functions were supported on site through a software contract with, first, the Data Processing Department of the Missouri Pacific Railroad Company ("MP"), next, the Union Pacific Railroad ("UP"), and then Union Pacific Technology ("UPT"). Effective January 1, 1996, Carrier changed vendors, it contracted with Automated Data Processing ("ADP") to do its payroll accounting, and its contract with UPT was terminated. ADP uses state-of-the-art software that streamlined and eliminated several incidental tasks that had been assigned to Carrier's Clerical employees. Under the new system Carrier's Chief Timekeeper (an employee subject to the Agreement) compiles all payroll data in Carrier's computer, and when completed she transmits the data electronically to ADP and their computer automatically processes the data into a final payroll and prints the checks and appropriate reports. The checks and reports are then delivered to the Chief Timekeeper for handling and further processing. The Organization contends that the new system transferred 13 items of work to ADP and, as such, is a violation of its "Positions or Work" Scope Rule.

This Board is mindful of the line of Awards that hold that under a Positions or Work Scope Rule, Carrier is proscribed from having work subject to the Agreement transferred to outsiders, strangers not subject to the Agreement. The facts in this case, though, do not support a showing that any work previously performed by Clerks is now being performed by individuals not subject to the Agreement. Instead, what is apparent is that certain functions have been eliminated through the use of sophisticated software. The elimination of work by computer technology is not a transfer of work to strangers to the Agreement.

The claim is without merit. It will be denied.

AWARD

Claim denied.

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ORDER

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 23rd day of September 1998.