

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34032
Docket No. CL-34461
00-3-98-3-115**

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(Burlington Northern Santa Fe Railway Company
(former Atchison, Topeka and Santa Fe Railway)

STATEMENT OF CLAIM:

“Claim of the System Committee of the Organization (GL-11952) that:

Case No. 1

- (a) Carrier violated the provisions of the current Clerks’ Agreement at Kansas City, Kansas commencing June 1, 1993, when it required and/or permitted an employee that is not covered by the rules of the Agreement to perform routine schedule clerical work; and**
- (b) The work which was removed from the scope and operation of the Agreement shall now be restored to the employees covered thereby; and**
- (c) J. S. Hedges shall now be compensated for one call payment (three pro rata hours) at the rate of Records Specialist Position No. 6009, subject to subsequent wage increases, for each work day, Monday through Friday, commencing June 1, 1993, in addition to any other compensation Claimant may have received for these days.**

Case No. 2

- (a) Carrier violated the provisions of the current Clerks’ Agreement at Kansas City, Kansas commencing August 9, August 16 and August 23, 1993, when it required and/or permitted an employee that is not**

covered by the rules of the Agreement to perform routine schedule clerical work; and

- (b) The work which was removed from the scope and operation of the Agreement shall now be restored to the employees covered thereby; and

- *(c) The three senior available employee(s) shall now be compensated for one call payment each (three pro rata hours each) at the rate of Records Specialist Position No. 6009, subject to subsequent wage increases, for each work day, Monday through Friday, commencing August 9, August 16 and August 23, respectively, in addition to any other compensation Claimants may have received for these days.

***NOTE: To be determined by a joint check of Carrier's records."**

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.

Prior to the filing of the claims, covered employees did the paperwork for the Carrier's employees' periodic physical examinations. Specifically, the covered employees determined who was due to have a physical; filled out and mailed the appropriate forms to the employees; received forms back from the examining physicians and updated the computer records to reflect the accomplished periodic physical. This work was performed by covered employees at Kansas City, Kansas.

In 1993, the Carrier implemented a computerized program ("FAST") which now performs these functions. The program automatically generates information on who needs a physical each month, prints a notification form which is mailed to the employee in a windowed envelope; and, when the form is returned from the doctor, the computer records are updated. This new system assisted in the automation of bill paying to the various doctors in that doctors are paid every two weeks which eliminated paperwork involved in sending forms and invoices to the Carrier's Accounting Department in Topeka. The Carrier states that this program eliminated the need to manually track the status of the employees through cardex or other means, which has greatly improved the accuracy of the process. This FAST program work is performed by a non-covered employee.

The record shows that the FAST program basically eliminated the manual type functions performed by Scope covered employees with respect to the periodic physical examinations for the Carrier's employees. "The elimination of work by computer technology is not a transfer of work to strangers to the Agreement." (See Third Division Award 32765). The claims will be denied.

In light of the result, the Carrier's procedural argument is moot.

AWARD

Claim denied.

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 25th day of May, 2000.