NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 23458
THIRD DIVISION Docket Number CL-23159

Arnold Ordman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
(Bessemer and Lake Erie Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-8886) that:

1. Carrier violated the effective Clerks' Agreement when, on or about April 19, 1978, it removed work from the scope of the Agreement which had previously been performed exclusively by clerical employes, and gave such work to employes of another company not covered by the Agreement;

2. Carrier shall now compensate the senior unassigned and/or furloughed employe and/or their successor or successors in interest for eight (8) hours' pay at the pro rata rate of a Combination Clerk position, commencing with the first turn on April 19, 1978, and continuing each and every turn thereafter, three turns per day, seven days per week that a like violation occurs.

OPINION OF BOARD: Carrier owns extensive rail and yard coal facilities at Conneaut, Ohio. Coal is brought to these facilities by rail on Carrier's line where the coal is dumped into storage areas and later loaded into lake ships for delivery to customers. The dumping and loading process is essentially a stevedoring operation which Carrier has subcontracted to Pittsburgh and Conneaut Dock Company, herein called Dock Company. Dock Company's employes are not covered under the Clerks' Agreement with Carrier.

Before the events giving rise to this dispute, reports of cars unloaded were made by Dock Company employes who wrote the appropriate entries on forms known as dump sheets. A Carrier employe would then come to the premises occupied by Dock Company to pick up copies of the dump sheets and Carrier's employes would then enter the necessary data into Carrier's computer system. Carrier's work in this regard was performed by its clerical employes covered under the Agreement.

On or about April 19, 1978 Carrier installed an electronic data-processing device in the control tower operated by Dock Company. The device was tied in electronically to Carrier's main computer system. The data formerly entered on the dump sheets were now entered into the data-processing device and automatically fed into Carrier's computer system. Carrier's clerks no longer had to make the entries into the Carrier computer system.

Organization complains of this loss of work. Its position, succinctly stated, is that the Scope Rule of its Agreement with Carrier reserves to covered employes all clerical work coming within the scope of the Agreement, that the work here involved falls within that scope, that it has been historically performed exclusively by clerical employes and may not, without prior agreement, be removed from such employes and assigned to others.

Carrier's initial defense, procedural in nature, is that the claims herein must be dismissed because Claimants are unidentified and not readily ascertainable. Substantively, Carrier asserts that the work in dispute was not transferred to others but merely eliminated, hence, not subject to the Scope Rule. Alternatively, Carrier argues that the claims are, in any event, excessive, because there was no reduction in Carrier's work force or loss of earnings resulting from the change in procedures with the consequence that any compensation to claimants would constitute a penalty payment unauthorized by the Agreement.

Carrier's procedural defense that the claim herein must be dismissed because the Claimants are unidentified and not readily ascertainable is jurisdictional in nature and must be disposed of at the outset.

The "Statement of Claim" does not name the Claimants but, instead, describes Claimants as the "senior unassigned and/or furloughed employe and/or their successor or successors in interest." Rule 21(a) of the Agreement, upon which Carrier relies, provides, in relevant part:

> "(1) All claims or grievances must be presented in writing by or in behalf of the employee involved...."

Provisions of this kind have not been uniformly construed but, as Carrier concedes, the cardinal rule which seems to prevail is that the Claimant or Claimants must be named or must be readily or clearly identifiable. We concur with this formulation. See Awards 10379 (Dolnick); 10871 (Hall); 9205 (Stone); 10426 (Rock). Carrier correctly contends that this formulation does not give carte blanche to vague or imprecise identifications of a Claimant or Claimants. Nor is a Carrier obliged in such a situation to search its records to develop a claim for the employes. However, as the cited awards demonstrate, as long as the parties can readily ascertain, from the identification furnished, the individual or individuals on whose behalf the claim is filed, the purpose and intent of Rule 21 or like provisions are satisfied. In the instant case the reference to the senior unassigned and/or furloughed employe is quite specific and the name of the Claimant can be expeditiously determined from records which Carrier maintains. Carrier's procedural defense of inadequate specificity in the identification of Claimants is rejected.

On the substantive side Carrier persists in its defense that the installation and utilization of the data-processing device on the control tower operated by the Dock Company transferred no work from Carrier to Dock Company. Dock Company always had the responsibility, among others, to advise Carrier of the specific coal cars from which coal was dumped and the date and time of

such dumping. Originally, this information was furnished to Carrier in the form of dump sheets on which the pertinent information was pencilled in. Now Dock Company employes furnish the same information electronically. There was simply a change in the method of furnishing the information which the Dock Company had always been obligated to furnish.

To be sure, the utilization of the data-processing device by Dock Company, because it was tied in to Carrier's main computer system, obviated the need for Carrier's employes to enter the information; previously obtained from the dump sheets, into Carrier's computer system. Ample authority, with which we concur, establishes the proposition that a Carrier has the right to eliminate an intermediate step in the transmission, receipt and processing of information, and where, as here, there has been such an elimination, it does not constitute a transfer of work. See Awards 11494 (Moore); 12497 (Wolf); 13215 (Coburn); 14589 (Lynch). We find Organization's effort to distinguish these cases unavailing.

Indeed, what occurred in the instant case was no more than the normal consequence of the installation of a labor-saving technique or device. Again, ample authority supports the proposition that installation of a labor-saving technique or device does not give rise to the violation of a Scope Rule. Awards 3051 (Carter); 9313 (Johnson); 9333 (Weston); 19701 (O'Brien); 1641 (Sheridan). We agree, and find, that these authorities are applicable here.

We conclude for the foregoing reasons that no breach of the Scope Rule occurred and no violation of the Agreement has been established. This holding makes it unnecessary to pass on other issues raised by the parties.

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

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: R. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 8th day of December 1981.

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