

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23573
Docket Number CL-23482

Herbert Fishgold, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(Illinois Central Gulf Railroad

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-9220) that:

1. Company violated the agreement between the parties effective February 7, 1977, when it installed IBM Key punch Machines in the Dispatchers office at New Albany, Mississippi, and began requiring the Dispatchers to perform keypunch duties, which had historically been assigned and performed by employees of the clerical craft and class.

2. Company shall now be required to compensate the Senior Available Extra and/or Regular Employee for eight hours pay per day, seven days per week, at the rate of \$54.02 per day, beginning February 7, 1977, and continuing until the duties of keypunching is returned to employees of the clerical craft and class.

OPINION OF BOARD: Carrier installed a new IBM key punch machine in its Dispatcher's Office at New Albany, Mississippi on February 7, 1977. Prior to the installation of the IBM equipment, the Dispatchers at New Albany compiled and typed certain reports such as Situation Reports, Road and Mine Switch Reports, Train Mileage Reports, General Orders and various messages, and then transmitted them by magnafax (a machine which makes an image of a typed page and transmits this image over telephone wires to a receiving machine in another city). Subsequent to the installation of the IBM key punch machine at New Albany, the Dispatchers continued to compile the same reports and messages, but began using the newly installed key punch machine to cut cards for the various reports and messages that they had formerly typed and transmitted by magnafax. The punched cards were then passed through a hole that had been cut in the wall to the Agent's Office, where the Agent or TP Clerk cut the stat header (information such as sender, addressee, and message number) and made the transmission.

The Organization claims that Carrier violated the Agreement between the parties when it had the Dispatchers perform the key punch duties, which had historically been assigned and performed by employees of the clerical craft and class.

Rule 1 (Scope Rule) of the Schedule of Wages and Rules of November 1, 1974 is the primary provision relied upon by the Organization. It states, in relevant part, as regards the work of the Clerical and Telegrapher craft or class:

"(d) Work performed by employees coming within the scope of this agreement on the effective date of this rule belongs to employees covered thereby and nothing in this agreement shall be construed to permit the removal of such work from the application of these rules except as provided herein or by agreement between the parties signatory hereto.

* * *

(f) Except as otherwise provided in this rule, no officer or employee not covered by this agreement shall be permitted to perform any work covered by this agreement which is not directly or immediately linked to and an integral part of his regular duties, except by agreement between the parties signatory hereto.

The evidence indicates that with installation of the IBM Key punch machine on February 7, 1977, which was the first such machine at New Albany, the Dispatchers, instead of typing their own reports and messages, cut cards on the key punch machine for their reports and messages and then gave these cards to the Agent or TP Clerk on duty who cut the stat header and transmitted the report. Thus, instead of the Dispatchers transmitting the reports by magnafax, the information was now compiled and prepared in a new way for transmission (cutting cards on a key punch machine instead of typing them), and Clerks now transmitted such reports and messages on the teleprocessing machine instead of the Dispatchers transmitting them by magnafax themselves.

The result of this is a more effective way of transmitting the reports and messages that the Organization admits is Dispatchers' work. What the Organization is challenging is the change in the method of doing the work, which they assert is operating a key punch machine and is work belonging exclusively to the Clerk's class.

This Board has previously ruled that this type of installation does not constitute a transfer of work. See, for example, Awards 22832, 11494, 3051, 2449. We find those rulings, particularly Award 22832, equally applicable herein. Moreover, not only has no work of the Clerks been eliminated or transferred within the meaning of those Awards, but, in fact, new work was added to the Clerks because of a new method in transmitting the reports and messages that have been an integral part of the Dispatchers' duties.

Therefore, since the installation of the IBM key punch machine constituted a change in the method of preparing the reports and messages by the Dispatchers, and not a transference of work from the Clerks, Rule 1 is not applicable and was not violated.

The claim will be denied.

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 Employees involved in this dispute are respectively Carrier and Employees 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.

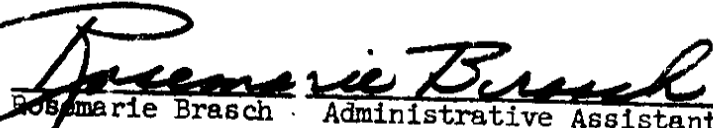
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch, Administrative Assistant

Dated at Chicago, Illinois, this 10th day of March 1982.