

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25693
Docket Number TD-25412

Eckehard Muessig, Referee

PARTIES TO DISPUTE: (American Train Dispatchers Association
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(Burlington Northern Railroad Company

STATEMENT OF CLAIM: Claim of the American Train Dispatchers Association that:

"The Burlington Northern Railroad Co. ('Carrier') violated its (former St. Louis-San Francisco Railway Co.) Train Dispatchers' schedule working conditions Agreement, including Articles 1(b) 2 and 1(c) thereof, when, beginning at or about 7:30a.m. July 6, 1982 it permitted and/or required employees not covered by said Agreement to perform work exclusively reserved to Train Dispatchers, i.e. the keeping of necessary records incident and related to the primary responsibility for the movement of trains by train orders (or otherwise) from and/or to Springfield, MO on

"1. the 17th Subdivision train dispatching territory assigned to first shift Trick train dispatcher Position #23, and

"2. the 16th Subdivision train dispatching territory assigned to first shift Trick train dispatcher Position #26, and

"3. the combined 17th and 16th Subdivisions train dispatching territories assigned to second shift Trick train dispatcher Position #24, and

"4. the combined 17th and 16th Subdivisions train dispatching territories assigned to third shift Trick train dispatcher Position #25."

OPINION OF BOARD: This Claim involves the Scope Rule (Article 1) of the parties' Agreement. It arose after the Carrier, as part of its implementation of a computerized dispatching system, installed Operation Reporting System (ORS) machines in various offices throughout the Springfield Region. There is one central dispatching office for the region, and it is located at Springfield, Missouri. The dispute was triggered in July 1982 when the Carrier installed an ORS machine in the Springfield office.

Prior to the installation of the ORS machine, employees (operators) not covered by the Scope Rule collected data (e.g., engine and caboose numbers, names of crew members, total number of train cars) and, by telephone, conveyed this information to the Trick Train Dispatcher at the Springfield office. The Trick Dispatcher would then record this data on train sheets or enter it into the computer system through a cathode ray tube (CRT) terminal device. After the ORS equipment was installed at Springfield, operators, instead of telephoning the data to the Trick Dispatcher, keyed the data into the ORS machine, directly accessing the computer in Springfield. This data and other data automatically collected by the computer from wayside detecting devices, then permitted the generation of a train sheet which is available for visible call-up and/or printing at the discretion of the Dispatcher. The Dispatcher also has the capability to make changes of the data in the computer.

Basic to the Organization's Claim is its assertion that by custom, history and practice, Train Dispatchers always have maintained the train sheet and that the issue here cannot be decided without also taking into account the character of the work belonging to the Train Dispatchers.

Accordingly, with respect to this Claim, the Organization contends that the respective Train Dispatchers were deprived of the work of entering and maintaining the train data and/or information into the Carrier's records, whether onto the train sheet itself, into the ORS, or otherwise. Thus, it essentially argues that before the changes that led to this Claim, no one but Train Dispatchers prepared the train sheet and maintained the entry of information thereon, except for the data which was derived from wayside detecting devices.

In the case at hand, the Carrier merely has eliminated an intermediate step in the process of providing data to its computer. Here, the data is no longer telephoned to the Train Dispatcher, but rather it is transmitted directly to the computer. In effect, the operator who previously phoned the data to the Dispatcher performs no different function than in the past, in that he still gathers information identical to that which he previously gathered and transmits it for use by the Train Dispatcher. The method of transmitting information which is to be entered on the train sheet is all that is at issue here, not the maintenance of the train sheet. Accordingly, when the process is examined with respect to a Scope Claim, it cannot be said or shown that exclusive Train Dispatcher's work has been transferred to these operators. We concur with numerous earlier Awards which have held that the installation of machines, such as here, does not constitute a Scope Rule violation, when work is not transferred.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and 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;

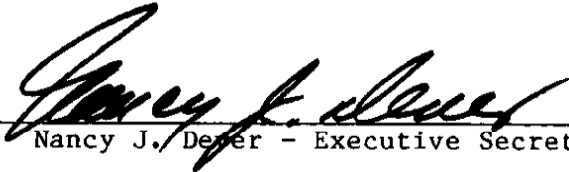
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 14th day of November 1985.