

The Third Division consisted of the regular members and in addition Referee Martin F. Scheinman when award was rendered.

(Transportation Communications International Union
PARTIES TO DISPUTE: (
(Bessemer and Lake Erie Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-9999) that:

1. Carrier violated the effective Clerks' Agreement when, on or about February 1984, it removed work in connection with the preparation of the monthly 'Internal Short Form Income Statement' from covered employees and assigned it to employees not covered by such Agreement.

2. Carrier shall now return this work to employees covered by the Agreement and shall compensate Ms. J. M. Hoy, **Stenographer, Cost Section, and/or her successor or successors in interest; namely, any other employee who is the occupant of such position, one hour's pay at the time and one-half rate of her position for the month of February 1984, and for each and every month thereafter that a like violation occurs."

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 employees 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 waived right of appearance at hearing thereon.

The Organization alleges in this claim that Carrier has violated the Scope Rule of the Agreement. It arose after Carrier initiated use of micro-computers in the preparation of monthly departmental forecasts in February 1984. Prior to this change, the preparation of reports in question was performed manually by non-TCU represented employees. Upon completion of the report in pencil form, it was given to the stenographer for typing. As a result of the use of the micro-computers, the report is now automatically generated; and thus eliminates the typing performed by the stenographer.

The Organization argues that the Scope Rule reserves to covered employees all clerical work coming within the Scope of the Agreement and that the work here falls within that Scope. Moreover, the Organization asserts

that the work has been historically performed exclusively by clerical employees and therefore, may not, without prior agreement, be removed from such employees and assigned to others.

In the Organization's view, the clerical function of printing the report remains.

In response, Carrier contended that the utilization of micro-computers to do work previously performed by non-represented employees does not represent a violation of the Agreement. It further argues that the work was merely eliminated due to mechanization and the Scope Rule was not violated. Additionally, Carrier asserts that it has the inherent right to take advantage of efficiencies that result from the use of improved technology, as evidenced by this case. It further argues that there was no transfer of work and no positions were abolished as a result of the use of micro-computers. The only change that has been made is that the micro-computer assembles and prints the final report based on data furnished by the analyst.

The record is clear in this instance, that Carrier has violated the language of the Scope Rule, although Carrier has the right to take advantage of efficiencies that are available as a result of technological improvement.

Here, even through use of the micro-computer, has provided efficiencies, there remains the clerical function of typing data. That the data is now stored on a disc rather than in the typewriter does not change the nature of the clerical work. Accordingly, this clerical function must continue to be performed by TCU represented employees.

As to the remedy for this violation, although no position was eliminated as the result of the implementation of the micro-computers, it is undisputed that a work opportunity of 1 hour per month was lost. Accordingly, the claim is sustained to one (1) hour's pay at the overtime rate for each month that this work occurred from February 1984.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 4th day of May 1989.