

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32173
Docket No. CL-32722
97-3-95-3-561**

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

**(Transportation Communications International Union
PARTIES TO DISPUTE: (
(Alton and Southern Railway Company**

STATEMENT OF CLAIM:

"Claim of the System Committee of the Organization (GL-11180) that:

- 1. The Carrier violated Rule 1 Scope and any associated rules of the TCU Agreement when commencing October 1, 1994, it required and/or permitted employees not covered by the Scope of the Agreement, namely General Yardmasters on duty at the Alton Southern Railway 24 hours a day to enter train information into the Central A&S Computer system.**
- 2. The Carrier shall now be required to compensate the following employees for eight (8) hours pay at the straight time rate of \$14.19 for each date listed and continuing until settled. Claimants are: J. Fulton for the dates of October 1, 8, 15, 22, 29, November 5, 12, 19, 26, 1994, and every Saturday thereafter. R. F. Henke October 2, 9, 16, 23, 30, November 6, 13, 20, 27, 1994, and every Sunday thereafter. G. F. Herderhorst Jr. for the dates of October 3, 10, 17, 24, 31, November 7, 14, 21, 28, 1994, and every Monday thereafter. Ed McAtee for the dates of October 4, 11, 18, 25, November 1, 8, 15, 22, 1994, and every Tuesday thereafter. D. Alford for the dates of October 5, 12, 19, 26, November 2, 9, 16, 23, 1994, and every Wednesday thereafter. L. D. Heatherly October 6, 13, 20, 27, November 3, 10, 17, 24, 1994 and every Thursday thereafter. John Lynn October 7, 14,**

21, 28, November 4, 11, 18, 25, 1994, and every Friday thereafter."

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.

On November 28, 1994, the Organization filed the instant claim, in which it alleged that Carrier was violating Rule 1 Scope of the parties' Agreement by requiring General Yardmasters to perform clerical work of entering train information into the Carrier's computer. The Organization maintained that the General Yardmasters were entering "Crew Called," "Crew Arrived," "Scheduled Call Time" and "Delay" information into the computer for a daily computer-generated report known as the Situation Report. In its denial of the claim, Carrier asserted that General Yardmasters on this property have always been responsible for producing the Situation Report; that clerical employees have never prepared this report; and, that the General Yardmasters have always used the A&S computer in connection with their work.

At issue in this case is application of Rule 1 - Scope. That Rule reads in pertinent part as follows:

"(a) COVERAGE These rules shall govern the hours of service and working conditions of all employees engaged in the work of craft or class of clerical, office, station and storehouse employees. Positions or work coming within the scope of this agreement belong to the employees covered thereby and nothing in this agreement shall be construed to

permit the removal of positions or work from the application of these rules.

Whenever any mechanical device used for handling, duplicating, recording, transcribing, transmitting or receiving written, typed, printed, graphic, or vocal communications, reports or records or any combination of the same within the same or between different cities is utilized for the accomplishment of work of the character performed by employees subject to the scope of this agreement, such mechanical devices shall be operated by employees covered by said agreement."

The Organization notes that the Rule in question is a "Work and Positions" Scope Rule. Thus, system-wide proof of exclusivity is not an issue. (Third Division Award 29702). The Organization asserts that the work of recording the data of "Crew Called, Crew Arrived, and Scheduled Call Time and Delay" is work which belongs to Clerks, and not Yardmasters. Any mechanization of that work, therefore, does not remove the work from employees covered by the clerical agreement. In support of its position, the Organization also cites Third Division Award 26773.

The Carrier contends that as early as 1989, the General Yardmasters input all the data in question into the Situation Report by hand. It notes that the mere fact that the report was recently mechanized, so that the Yardmaster now "writes" the data in a field on a computer screen via keystrokes instead of filling in the blanks on a sheet of paper, is not a violation of the A&S clerical Scope Rule.

As the Board noted in Award 26773, the Scope Rule in the clerical agreement on this property is a "positions and work" Scope Rule. In that case, however, it was not disputed that the work at issue was work done by clerical employees before computerization. Rather, Carmen were given work of transmitting information which generated AAR billing, and the billing was undisputedly clerical work. By contrast, in the present case, generation of the Situation Report has traditionally been the work of Yardmasters. Moreover, evidence in the record confirms that Yardmasters previously entered by hand notations concerning crew calls and delays in the blanks provided on their work sheets, along with inbound and outbound train information.

In Award 26773, the Board stated, "the Carrier may abolish [clerical] positions, but the work of those positions must be eliminated, not assigned to others either directly or in the instant case by indirect means." In the instant dispute, the Organization failed to demonstrate that the work in question was work normally done by Clerks, and was subsequently assigned "to others either directly or indirectly."

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 13th day of August 1997.