

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23458
Docket Number CL-23159

Arnold Ordman, Referee

PARTIES TO DISPUTE:

{ Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station **Employees**
{ **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 **employees**, 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 **employee** and/or **their** successor or successors in interest for eight (8) hours' pay at the pro rate 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 Caspany. 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 **employee** 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 c-g 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 employe **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** (More); **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 wet the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

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Docket Number F-23159

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NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: *A. W. Paulson*
Executive Secretary

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

