

In the Matter of Arbitration )  
 between ) Arbitrator Case No. 06-02321-2614  
 )  
 Kansas City Area Transportation ) Hearing Location: Kansas City, MO  
 Authority )  
 (Employer) ) Date of Grievance: August 22, 2005  
 )  
 ) Date of Hearing: June 20, 2006  
 And )  
 ) Date of Post-Hearing Briefs: October 4,  
 ) 2006  
 Local 1287, Amalgamated Transit Union ) Grievance: Job Duties  
 )  
 (Union) ) Grievant: Sharon L. Bradford

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ARBITRATION BOARD

William L. Wilson, Union Arbitrator  
Brenda J. Mack, Authority Arbitrator  
James P. O'Grady, Neutral Arbitrator

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                          Sharon L. Bradford, Steno Statistical Clerk  
                          John Cullinan, Executive Board Member

For the Authority:    Jeffrey M. Place, Attorney at Law  
                          E. Ann Warrington, Office Manager-Maintenance  
                          Fern Kohler, Deputy General Manager  
                          Ted R. Stone, Director of Maintenance

ISSUE

Did the Authority violate the Agreement when it eliminated and/or transferred to other employees, including supervisory personnel, certain job duties that are a part of the Grievant's job description and that had been performed by the Grievant prior to August, 2005, including, the data entry of information contained on certain maintenance records (BO cards, inspection repair cards and inspection reports)? If so, what is the appropriate remedy?

BACKGROUND

The Authority provides mass transportation service to the general public in the Kansas City, Missouri metropolitan area, through a fleet of buses. For operational purposes, the Authority is divided into a Transportation Department and a Maintenance Department. Within the Maintenance Department, heavy repairs are performed in the

East Side maintenance shop, and running repairs are performed in the West Side maintenance shop.

The Union represents the majority of the Authority's hourly employees. The Grievant has been employed at the Authority for over thirty (30) years, and currently holds the Steno Statistical Clerk position in the Maintenance Department. The Grievant has held this position for the past six (6) years. The Maintenance Department Office Manager is the Grievant's direct supervisor. She has worked for the Authority for 32 years, and has held her current position since 1980.

The relevant facts are not seriously in dispute and can be briefly summarized. The Grievant was first employed by the Authority in 1976 as a bus operator. At some point she transferred from the Transportation Seniority Unit to the Office Clerical Seniority Unit. She has held a number of Office-Clerical positions, including positions in the Information Center and Finance Department. The Grievant has, for many years, also served as a Union representative and member of the Union's Executive Board. As such, her specific responsibility is to represent employees in the Office-Clerical Seniority Unit.

The Grievant presently holds the position of Steno/Statistical Clerk (Grade 8), assigned to the Maintenance Department. The position itself, and the related job description is designated as being a part of the Office-Clerical Seniority Unit. The Grievant's job duties, as described in the written job description, include the "data entry of all work performed on buses and all gasoline issues and the maintaining of bus records, including "recording of major repair and inspections." (Joint Exhibit No. 4). There is no dispute that a significant part of the Grievant's job, prior to August 2005,

involved the entry into the computer system of all information relating to the repair and inspection of the buses performed by the mechanics.

The Grievant testified regarding the job duties she performed up through August 2005, and in particular, the data-entry she performed:

- BO (Bad Order) Cards: BO cards are located on the buses. An operator who has a problem with a bus will fill out the front part of the BO card, describing in as much detail as necessary the nature of the problem (Joint Exhibit No. 5). Upon returning to the property, the operator will park the bus in the “BO” bus lane and leave the card on the bus. The bus will then be “hostled” to the appropriate location for repair. Buses requiring relatively simple repairs – those that can be accomplished within 24 hours – will be moved by the “hostlers” to the “Westside.” Prior to August 2005, the bus would then be assigned to a mechanic. The mechanic would check the BO card to identify the problem and then make necessary repairs. He would then write what he had done on the back of the card along with any additional information regarding the repair that might be relevant. The next morning, the Grievant would pick up all of the BO cards from the day before, put them in numerical order (by bus number) and enter into the system all the information identifying the operator and bus, as well as all the information written on the card by both the operator and mechanic. Upon completing the data entry, the Grievant would then organize the cards and file them away.

Since August 2005, the Maintenance supervisors now create a “work order” based upon the information provided by the operator on the BO card. The work order is given to the mechanic assigned to make the repair. Once the repair is completed, the mechanic will “key in” to the computer located on the shop floor information regarding the repair he made. The data entry may involve “pointing and clicking” on drop-down menus or actually typing in information relating to the repair on a designated screen. According to the Grievant and the Executive Board Member’s testimony, some mechanics continue to write information on the BO cards regarding the repairs made to the buses, although the Maintenance Department Office Manager/Supervisor testified that they are not required to do so.

- Mini Inspection Reports: Prior to August 2005, the service-workers (Maintenance employees) were assigned the task of inspecting the buses. All of the relevant information relating to the inspection of the bus and any repairs made would be written on the report by the service-worker (Joint Exhibit No. 6). The Grievant would then enter into the system all of the information contained on the cards relating to the inspection and repair of the bus. After doing so, she would file the cards away. Since August 2005, however, the information has been entered into the system by the employee (either a service-worker or mechanic) who performed the inspection and made the repair. According to the Office Manager, the mechanic enters the information by simply clicking on a “drop-down”

menu. According to the Executive Board Member, however, mechanics are frequently required to actually input (type) information regarding the repair into the system. Although the Grievant continues to file the cards, the information is no longer entered into the system by her.

- Inspection Cards: Prior to August 2005, the orange inspection cards were completed by the mechanics on the “Eastside” where “heavy repairs” (repairs to engines and transmissions) are made. (Joint Exhibit No. 7). The mechanics would inspect the buses, make the necessary repairs and write all the relevant information regarding the inspection and repair on the card. The cards were given to the Grievant who would enter into the system all the information on the cards. After doing so, she would file them away. Since August 2005, the information is no longer entered into the system by the Grievant, but instead, by the mechanic who conducts the inspection and makes the repair. According to the Office Manager, the mechanic enters the information by simply clicking on a “drop-down” menu. According to the Executive Board Member, however, mechanics are frequently required to actually input (type) information regarding the repair into the system. The Grievant still files the cards.
- Fueling Information: The Grievant testified that, prior to August 2005, her duties included entering into the system information relating to the fueling of the non-revenue vehicles (tow trucks and supervisors’ vehicles). She would receive forms from the fuelers, reflecting how much fuel was issued to the vehicles. The information would include the name of the

fueler, the identification of the vehicle, the mileage of the vehicle and the quantity of fuel (gas) issued. The Grievant testified that, since August 2005, based upon information she received from the mechanics, it is her understanding that the Office Manager has been entering this information into the system.

The Grievant testified that, at the Step III meeting, during which her grievance was discussed, the Director of Maintenance stated that he anticipated that her job would be eliminated by December 2005. Although it was not eliminated, in his Step III decision, dated September 7, 2005 (Joint Exhibit No. 3) he noted that "we expect this trend to continue as usage of the system matures." The "trend" referred to by the Director of Maintenance was the further elimination of the Grievant's job duties, ultimately resulting in the elimination of an Office-Clerical Seniority Unit position. Although the Grievant's job description and duties have included data entry, she testified that she has not even been given access to the "Spear" system. Moreover, she was never advised nor had the opportunity to discuss with the Director of Maintenance, the Office Manager, or any other Maintenance department personnel, prior to the August 2005, the elimination of her job duties, their transfer to other employees, or the impact upon her job. The Director of Maintenance acknowledged that he did not tell either the Grievant or the current Union President about the elimination of the Grievant's job duties at any time prior to the Step III meeting. The current Union President succeeded a Mr. Shackelford in July 2005.

The Authority asserts it has not violated the Agreement. First, the Agreement expressly preserves to management the unilateral right "to direct the working forces" and

“to introduce new or improved facilities or operating methods.” (Joint Exhibit No. 1) To the extent that the MMIS and Fleet Watch computer systems have eliminated work, the elimination falls well within the scope of management’s right to introduce improved facilities and operating methods. The Office Clerical Seniority Unit job descriptions serve as the basis for filling open clerical positions, and not as a limit on management’s express right to implement technological change. Second, the work that is now performed by Maintenance Department Foremen, Mechanics, and Fuelers is at most a continued version of work those employees have always performed, modified by the introduction of computer technology. They are not performing the Grievant’s duties in her place. The intermediate data entry function the Grievant formerly performed no longer exists.

A timely grievance was filed on August 22, 2005 (Joint Exhibit No 2). It was processed in accordance with the Agreement’s Section 1.13 – Grievances (Joint Exhibit No. 1). It was denied at each step. It was appealed to arbitration. An arbitration hearing was conducted on June 20, 2006 at which all witnesses were sworn and both parties were accorded the opportunity to present evidence and testimony. The parties stipulated that the subject matter was properly before the arbitrator for a final and binding decision.

### RELEVANT AGREEMENT LANGUAGE

#### Article I

##### Section 1.1 Purpose of the Agreement

The purposes of this Agreement are:...to recognize the Union as the duly certified collective bargaining agency for the classifications of employees in the collective bargaining unit and to provide for its security, prescribe the wage rates, hours of work, working conditions and other conditions of employment for said classifications



of employees; and to set forth various other provisions relative to the rights, privileges, duties and obligations of the contracting parties...

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Section 1.12. Management – Discipline

- (a) The Union recognizes that the management of the business, including the right to direct the working forces, to prescribe, effectuate and change service and work schedules consistent with and not contrary to any specific provisions contained in this Agreement, to plan and control corporate operations, to introduce new or improved facilities or operating methods, to relieve employees from duty because of lack of available work or for other legitimate reasons, to transfer them, to determine the minimal qualifications and experience, health and physical and mental fitness for any job covered hereby and to appraise the qualifications of any individual therefore, is vested exclusively in the Authority; subject, however, to the seniority rules and grievance procedure hereinafter set forth....

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Article 8

Job Classifications and Wage Rates

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Section 8.07. New Job Classifications or Positions.

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A set of job descriptions, which are mutually agreed upon between the Authority and the Union, describing all job classifications in the Office Clerical Seniority Unit specified in this Article shall be printed separate from this Agreement and kept up to date. These will be used as the basis for describing jobs in posting notices of positions open for bids and shall be considered a part of this Agreement. A copy of these job descriptions shall be furnished to the Union.

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(Joint Exhibit No. 1)

### UNION POSITION

The Union position is stated in five (5) arguments. They are: that based on the express language of Section 8.7, the Authority is obligated to negotiate over proposed changes in the mutually agreed upon job descriptions of the office-clerical seniority list; that the Authority is obligated to bargain with the Union about the proposed change in job duties, the resulting changes in the mutually agreed upon job description and the effects of the changes resulting from the implementation of the Spear System; that the decision and Award of Arbitrator Barnard in the “sign on” bonus arbitration clause is applicable; that whatever general discussions the Director of Maintenance may have had with Mr. Shackelford in 2003, they do not constitute some knowing “acquiescence” or agreement by the Union and do not preclude the Union’s challenging the Authority’s action by this grievance; and, that the Authority’s reliance upon past instances where formal negotiations did not take place.

By way of appropriate remedy, the Union requests that its grievance be sustained, that the job duties transferred by the Authority be returned to the Grievant and that the Authority be instructed to cease and desist from taking further action that would negatively impact upon the Grievant’s position and the related job description, until such time as the Authority negotiates with the Union over the effects of the continued implementation of the Spear System on the Grievant and her position. In this regard, the Director of Maintenance stated in his Step III decision (Joint Exhibit No. 3) that the elimination of the Grievant’s job duties would “continue as usage of the system matures.” Moreover, the Union recalls that the Authority counsel suggested during opening statements that the Union’s grievance was “premature.” Although the Union is uncertain

what was meant, we assume counsel may have been referring to the fact that the Grievant has not yet suffered a loss of pay or the loss of her job. In light of this, if the arbitrator is not inclined to order the Grievant's job duties returned to her, at the very least, it would seem reasonable and appropriate for the arbitrator to direct the parties to meet and negotiate whatever remaining changes may be visited upon the Grievant and her job position as a result of the continuing implementation of the Spear System. Finally, the Union requests that the arbitrator retain jurisdiction to assist the parties in implementing any remedy that might be ordered or mutually agreed upon.

#### AUTHORITY POSITION

The Authority position is stated in two (2) arguments. They are: that Section 8.7 does not prohibit the introduction of the MMIS and Fleet Watch computer systems, nor does it require the Authority to perform obsolete work; and, that the introduction of the MMIS/Spear and Fleet Watch computer systems eliminated much of the work listed in the Steno Statistical Clerk job description. The Authority asks that the grievance be denied.

#### DISCUSSION

Since the instant proceeding does not involve a discharge or discipline matter, the Union position will be considered first. Thereafter the Authority position will be considered, followed by a summary and the award.

### Union Position Discussion

The Union position is stated in five (5) arguments. The initial argument is that, based on the express language of Section 8.7, the Authority is obligated to negotiate over proposed changes in the mutually agreed upon job descriptions of the office-clerical seniority unit. It argues that, consistent with the contractual language, the Union submits that it is both reasonable and fair to conclude that the parties agreed that the Office-Clerical job descriptions and duties described therein were intended to be “fixed” to the same extent that other contractual provisions are fixed during the term of the Agreement and are subject to change as are other provisions of the Agreement. The Union argues that the Authority would acknowledge that it could not unilaterally change the rates of pay, hours or days off described in the Office-Clerical job descriptions – why then can it unilaterally change job duties and the agreed upon job descriptions? The simple answer is that it can not; changes in the Office-Clerical job descriptions/job duties can be changed by negotiating the proposed changes and their “effects” with the Union.

Also, consider again the parties having chosen to expressly state that the job descriptions were “mutually agreed upon.” Certainly, those words were intended to have some significance and consequence. In this regard, it will be noted that there are numerous agreements that provide only that job classifications and descriptions shall be included and made a part of the labor agreement. But in this case, the parties have expressly stated that those job descriptions are “mutually agreed upon”. Certainly it would be reasonable to suggest that, having recognized that the Office-Clerical job descriptions were negotiated and created by mutual agreement, the parties intended that

they were to be changed in the same manner – that is, not unilaterally, but by negotiation and mutual agreement.

The arbitrator has considered this argument. He recognizes at the outset of this consideration that he will also consider a related argument below relative to the Authority's initial argument. Here, as there, he finds that this argument cannot be accepted since it is based on a reading of the Agreement that would in effect nullify the Authority's contractual right to "direct the working forces" and to "introduce new or improved facilities or operating methods." The arbitrator finds that if he accepts the Union's reading of the Agreement the Authority would be required to continue performing each and every type of work identified in any Office-Clerical job description even if the work becomes unnecessary as in the instant matter. This reading unreasonably stretches the language of the Agreement and would create substantial inefficiencies in the operation of the employer.

As also reasoned below, the job descriptions are intended to notify employees of the types of work they may be assigned to perform, if they choose to bid on any open Office Clerical position. This was presumably necessary because a "clerk" position can encompass a wide variety of tasks, some of which might not be appealing to a senior bidder. Thus, if the Authority wishes to assign new tasks to an Office Clerical employee, not fairly encompassed within the scope of the job description, it must bargain with the Union about the new duties. But, the mere fact that a potential type of work falls within the scope of an Office Clerical job description does not mean that the Authority must continue performing that work, even if the work becomes unnecessary. The Authority is not obligated to assign to every Office Clerical employee all of the duties listed within his

or her job description. The essence of the right to “direct the working forces” is the exercise of managerial discretion to determine what work should be performed. Thus, the Authority has not violated Section 8.7 or any other portion of the Agreement by declining to assign the Grievant the data entry tasks she has identified.

Next the Union argues that the Authority is obligated to bargain with the Union about the proposed change in job duties, the resulting change in mutually agreed upon job description and the effects of the changes resulting from the implementation of the Spear System.

The Union maintains that, contrary to what may be suggested, the “duty to bargain” does not impose upon the Authority an intolerable burden or unreasonable restriction upon its ability to implement technological change. It should be remembered that the Union, just like the Authority, has an obligation to negotiate in good faith. It cannot simply refuse to negotiate and, thereby, prevent the Authority from ever making its desired changes. What may be required and what may constitute “good faith” may vary with the particular facts and circumstances. In this matter, the Union submits that the Authority had ample time and opportunity to discuss with the Grievant and the Union, the changes in her job duties.

The arbitrator has considered this argument. As was found just above relative to the Union’s initial argument, the Authority is not obligated to bargain with the Union about proposed changes in job duties. Again, the essence of the right to “direct working forces” is the exercise of managerial discretion to determine what work should be performed. Again, that a potential type of work falls within the scope of an Office

Clerical job description does not mean that the Authority must continue performing that work, even if the work becomes unnecessary.

The Union's third argument is that the decision and Award of Arbitrator John Barnard in the "sign on" bonus arbitration cause is applicable. According to the Union, in that matter, the Authority had decided to offer a "sign on" bonus to potential new hires in order to fill certain positions. Although the Union's President had some limited knowledge of the Authority's intention to implement a bonus of some kind, there had been no discussion with the Union regarding the details of the bonus plan and no opportunity for the Union to offer its input. Although there was no question that there was a need for an incentive program of some kind, Arbitrator Barnard sustained the Union's grievance and directed the Authority to "cease and desist" from further implementation of the bonus program until such time as the parties had an opportunity for the "meaningful discussions that should have occurred at the outset." When mediation failed, Arbitrator Barnard issued his final Decision and Award and, as part of a make whole remedy, ordered that first year employees who had been adversely affected" by the Authority's having offered the bonuses to new hires be paid additional compensation.

The arbitrator has considered this argument. He finds himself at a loss as to the relevance to the instant matter. Also, there was no mention of it by either party at the arbitration hearing. The arbitrator has considered it and finds that it is unlike the instant matter. It appears to have been a truly new form of compensation implemented without discussion with the Union compared to the instant matter involving the introduction of new or improved operating methods. Again, he does not find the Award of Arbitrator John Barnard to be relevant to the instant matter.

The Union's fourth argument is that whatever general discussions the Director of Maintenance may have had with Mr. Shackelford in 2003, they do not constitute some knowing "acquiescence" or agreement by the Union and do not preclude the Union's challenging the Authority's action by this grievance. The Union asserts that what is clear is that the phased-in implementation did not impact the Grievant or the job duties that she performed until August 2005. Certainly, at some point before then, during the phased-in implementation of the Spcar system, the Director of Maintenance knew or should have known if and precisely how the Grievant's job duties would change and when that would occur. At that point—some time before August 2005, he should have contacted her and the Union's President and said, "let's talk – the implementation of Spear is going to dramatically affect the job duties performed by the Grievant, eliminating many of the duties described in her job description. We need to discuss this and try to reach some understanding or agreement about these changes." He did not do so. Instead, he unilaterally eliminated her job duties, without advance notice or discussion.

The arbitrator has considered this argument. He does not find this to be a relevant argument as to the substantive issue. Rather, it speaks more to the style of human resource management. Clearly, the Grievant's treatment in the instant matter lacked sensitivity, and perhaps arbitration could have been avoided if the parties had communicated.

The Union's fifth and final argument is that the Authority relied upon past instances where formal negotiations did not take place. The Authority maintains that the Union has never previously insisted and that it has never previously been required to "negotiate" about data-entry changes in Office Clerical job descriptions/job duties. In



doing so, the Authority relies upon the testimony of the Authority's Deputy General Manager. She described two (2) cases that she recalled where technological changes resulted in the elimination of certain data entry job duties of Office-Clerical personnel. The first involved changes in the "Farebox" technology; the second involved technological changes in the Storeroom with respect to how parts were issued and received. She testified that, in neither case did the Union request or require the Authority to "negotiate" over the resulting changes in the clerical job duties or job descriptions. The fact that the Union chose not to do so in those cases does not mean that the Authority does not have an obligation to do so in this case. In those cases the simple fact is that there was disclosure and discussion regarding the proposed changes prior to the implementation of the changes by the Authority.

The arbitrator has considered this argument. He finds that this is related to his consideration relative to the Union's third argument just above. Again, it speaks more to the style of human resource management. Perhaps the instant matter can serve to improve human relations and communication.

#### Authority Position Discussion

The Authority position is stated in two (2) arguments. The initial argument is that Section 8.7 does not prohibit the introduction of the MMIS and Fleet Watch computer systems, nor does it require the Authority to perform obsolete work. There is no reason for the Arbitrator to read Section 8.7 so broadly. Section 8.7 specifically states the purpose of the job descriptions – to serve "as a basis for describing jobs in posting notices of positions open for bids." According to the Authority, the job descriptions are intended

to notify employees of the types of work they may be assigned to perform, if they choose to bid on any open Office Clerical position. This was presumably necessary because a "clerk" position can encompass a wide variety of tasks, some of which might not be appealing to a senior bidder. Thus, the Authority wishes to assign new tasks, some of which might not be appealing to a senior bidder. Thus if the Authority wishes to assign new tasks to an Office Clerical employee, not fairly encompassed within the scope of the job description, it must bargain with the Union about the new duties. But, the mere fact that a potential type of work falls within the scope of an Office Clerical job description does not mean that the Authority is not obligated to assign to every Office Clerical employee all of the duties listed within his or her job description. The essence of the right to "direct the working forces" is the exercise of managerial discretion to determine what work should be performed. Thus, the Authority has not violated Section 8.7, or any other portion of the Agreement by declining to assign the Grievant the data entry tasks she has identified.

The arbitrator has considered this argument. He finds that the Union acknowledged the Authority's right to introduce new technology in the workplace in its opening statement at the arbitration hearing based upon its reserved management right. Yet, here the Union argues that the Authority cannot discontinue any Office Clerical work that becomes obsolete as a result of the technological improvements. This would lead to an absurd result and serve no productive purpose.

If the Authority wishes to assign new tasks to an Office Clerical employee, not encompassed within the scope of the job description, as the Authority argues, it must bargain with the Union about the new duties. But, here the mere fact that a potential type

of work falls within the scope of an Office Clerical job description does not mean that the Authority must continue performing that work, even if the work becomes unnecessary. The essence of the right to “direct the working forces” is the exercise of managerial discretion to determine what work should be performed. The Authority has not violated Section 8.7 by declining to assign the Grievant the data entry tasks she has identified.

The Authority also argues that the introduction of the MMIS/Spear and Fleet Watch computer systems eliminated much of the work listed in the Steno Statistical Clerk job description. It relies on Section 1.29 which prohibits supervisors from performing bargaining unit work, except in narrow circumstances not at issue in this case. Furthermore, contractually agreed upon job descriptions can conceivably be read as a type of “work preservation clause. Under this reading, the employer is prohibited from assigning covered work to employees outside of the job classification. Yet, arbitrators do not ordinarily interpret work preservation clauses to mean that employees must continue to perform work that is no longer useful. Rather, such clauses merely mean that if the work is performed, it must be performed by an employee within the classification.

Acknowledging the Section 12.9 prohibition on supervisors performing bargaining unit work, and even assuming Section 8.7 had some sort of work preservation effect, the Authority has not violated the Agreement under the facts of this case. The agreed upon job description for the Grievant’s position is still currently in effect. If the Authority were to assign “data entry” work relating to bus repairs or to any “gasoline issues” to any employee, the work would belong to the Steno Statistical Clerk. At present, however, the intermediate “data entry” step has become unnecessary.

The arbitrator has considered this argument. Supervisors have assigned bus repairs and inspections to Mechanics. This job naturally involved the use of managerial judgment to determine which Mechanic is best suited for the work. In the past, supervisors may have made these assignments verbally, or they may have handwritten their assignments. Since the change, the supervisors assign work by creating a Work Order in the MMIS system, which involves selecting a bus number and the type of work to be performed from drop-down menus. The simple fact that supervisors may click a computer mouse – or make a few key strokes – to make a job assignment does not transform the work from a supervisory function to a “data entry” job. The essential nature of the task is unchanged. The supervisor is assigning work.

Further, Mechanics and Fuelers have recorded their work in one fashion or another. In the past, they wrote it out manually. A clerk was then required to perform “data entry” from the written records. Now, Mechanics and Fuelers no longer record completed work in written form. Rather, they record their work directly to a computer database. Again, these employees are not performing “data entry” work, but are merely recording their own work as they have always done. The increased efficiencies that result from having employees record their work directly in the final storage medium, rather than in a temporary medium for later data entry, does not change the nature of the job as correctly argued by the Authority.

#### SUMMARY

Regarding the Union position, the arbitrator finds as follows. He does not concur that based on the express language of Section 8.7, the Authority is obligated to negotiate

over proposed changes in the mutually agreed upon job descriptions of the office-clerical seniority list. He does not concur that the Authority is obligated to bargain with the Union about the proposed change in job duties, the resulting changes in the mutually agreed upon job description and the effects of the changes resulting from the implementation of the Spear System. He does not concur that the decision and Award of Arbitrator Barnard in the "sign on" bonus arbitration cause is applicable. He does not concur that whatever general discussions the Director of Maintenance may have had with Mr. Shackelford in 2003, they do not constitute some knowing "acquiescence" or agreement by the Union and do not preclude the Union's challenging the Authority's action by this grievance. He does not concur that the Authority's reliance upon past instances where formal negotiations did not take place.

Concerning the Authority position, the arbitrator finds as follows. He concurs that Section 8.7 does not prohibit the introduction of the MMIS and Fleet Watch computer systems, nor does it require the Authority to perform obsolete work. He concurs that the introduction of the MMIS/Spear and Fleet Watch computer systems eliminated much of the work listed in the Steno Statistical Clerk job description.

In summary, the Authority did not violate the Agreement when it eliminated and/or transferred to other employees, including supervisory personnel, certain job duties that are a part of the Grievant's job description and that had been performed by the Grievant prior to August 2005, including, the data entry of information contained on certain maintenance records (BO cards, inspection repair cards and inspection reports). Therefore, no remedy is appropriate.

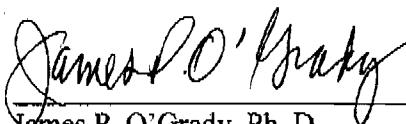
AWARD

The arbitrator has examined all the arguments and presentations made by the parties. In the opinion of the arbitrator, the Authority did not violate the Agreement when it eliminated and/or transferred to other employees, including supervisory personnel, certain job duties that are a part of the Grievant's job description and that had been performed by the Grievant prior to August 2005, including, the data entry of information contained on certain maintenance records (BO cards, inspection repair cards and inspection reports). Therefore, no remedy is appropriate.

In accordance with Article I – General Provisions, Section 1.13 Grievances all costs for the hearing and service of the neutral arbitrator shall be borne by the parties jointly.

For the foregoing reasons, the grievance is hereby denied.

Dated and ordered at St. Louis County, MO this 23<sup>rd</sup> day of October, 2006.



James P. O'Grady, Ph. D.  
Arbitrator

The Union Arbitrator, without either agreeing or disagreeing with the rationale of the Neutral Arbitrator, concurs \_\_\_\_\_ with, dissents \_\_\_\_\_ from, the foregoing decision.

Date: \_\_\_\_\_

William L. Wilson  
Union Arbitrator  
Arbitration Board

The Authority Arbitrator, without either agreeing or disagreeing with the rationale of the Neutral Arbitrator, concurs \_\_\_\_\_ with, dissents \_\_\_\_\_ from, the foregoing decision.

Date: \_\_\_\_\_

Brenda J. Mack  
Authority Arbitrator  
Arbitration Board