

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

WABASH RAILWAY COMPANY

(Norman B. Pitcairn and Frank C. Nicodemus, Jr., Receivers)

STATEMENT OF CLAIM: "Claim of the General Committee of The Order of Railroad Telegraphers that:

"The work of transmitting and receiving messages and reports of record is work covered by Telegraphers' Agreement and shall be performed by employes under said Agreement; and that the action of the Carrier in requiring or permitting clerks in the Traffic Department Quarters, Railway Exchange Building, Kansas City, Missouri, who are not under Telegraphers' Agreement, to receive and transmit messages and reports of record by telephone formerly handled by a telegrapher in 'RD' office located in the Traffic Department Quarters before the 'RD' telegraph office was abolished on April 8, 1932, is in violation of said Agreement, and if the Carrier elects to continue the performance of such work in the Traffic Department Quarters, it shall be performed by an employe under Telegraphers' Agreement."

EMPLOYES' STATEMENT OF FACTS: "The position of telegrapher-clerk in 'RD' office in the Traffic Department Quarters, Kansas City, Missouri, is covered by said Agreement on page 30.

"Prior to April 8, 1932, the position was regularly assigned to work eight hours daily, except Sundays and the seven National holidays, from 8:00 A. M. to 5:00 P. M., with an hour out for meals. The duties of the position consisted of receiving and transmitting messages and reports of record by telegraph for the traffic department and the city ticket office, and such clerical work connected with the Traffic Department Quarters as might be assigned.

"Effective April 8, 1932, the position of telegrapher in 'RD' office was discontinued and declared abolished by ex parte action of the Carrier, and all of the duties of the position excepting the communications service for the City Ticket Office, were transferred to employes in the Traffic Department Office who are not under Telegraphers' agreement."

POSITION OF EMPLOYES: "The telegraph position, maintained in the Traffic Department Quarters, Kansas City, Missouri, for many years and until April 8, 1932 designated as 'RD' telegraph office, was a regularly established position open daily 8:00 A. M. to 5:00 P. M., except Sundays and holidays.

"The duties of the position consisted of receiving and transmitting by telegraph, all of the communications service for the Traffic Department in which the position was located, all such communications service for the City Ticket Office, and the performance of such clerical work for the Traffic Department as might be assigned.

"In this connection attention is directed to the fact that 4 years and more than 6 months elapsed after the abolishment of the position in question before complaint was made by the committee.

"The fact that the committee permitted this case to lie dormant for more than 4 years, is conclusive evidence that their contention is without basis under the rules of the existing agreement.

"There is nothing irregular in the handling of messages between the above mentioned points in the manner hereinbefore indicated, as the practice of telephoning messages from 'KN' telegraph office to the traffic offices, or delivering by messengers, is no different from the practice in effect at practically every station on the system of any consequence and does not deprive the telegraph operators of any work they are entitled to under their agreement.

"When consideration is given to the fact that all of the work covered by the *Telegraphers' Schedule* formerly performed by the telegraph operator at 'RD' telegraph office, is now performed by employes covered by that agreement, it is obvious that the request of the committee is without foundation.

"The contention of the committee should, therefore, be dismissed and the claim denied."

An agreement bearing effective date of October 16, 1927 is in effect between the parties.

OPINION OF BOARD: The practice of handling messages either by telephone or by messengers between "KN" telegraph office and the Traffic Offices as here shown is no different from the recognized practice in effect at practically every station on this and other railroads. There is no rule in the existing *Telegraphers' Schedule* restricting the right of the carrier to have employes other than employes covered by that schedule handle messages and reports of record over the telephone or by messengers as shown by the record in this case, and there is consequently no violation of the current agreement between the parties.

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 the employe involved in this dispute are respectively carrier and employe 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 manner in which messages and reports of record are here handled does not constitute a violation of the current agreement between the parties.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 19th day of May, 1938.