

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Carroll R. Daugherty, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY—Coast Lines**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Atchison, Topeka & Santa Fe Railway System; that:

1. The Carrier violated and continues to violate the Agreement between the parties when on or about May 1, 1954, without conference or agreement it arbitrarily removed the work of transmitting and/or receiving wheel reports from employees covered by the Telegraphers' Agreement at Slaton, Texas, and delegated the performance of said work to persons not so covered.
2. The Carrier shall restore the work described in 1 above to the scope of the Telegraphers' Agreement to be performed by employees covered thereby; and
3. For each and every 8 hour shift that telegraphic communications work is performed at Slaton, Texas, by persons not under the Telegraphers' Agreement the Carrier shall pay the senior available idle extra telegrapher the equivalent of eight hours' pay at the rate applicable to the positions under the Agreement at Slaton and, if there be no such idle extra employee the Carrier shall pay the senior regularly assigned employee idle on a rest day the equivalent of eight hours' pay at the time and one-half rate of his position.

EMPLOYES' STATEMENT OF FACTS: An Agreement, bearing effective date of June 1, 1951, between the parties is in evidence.

The Carrier maintains a telegraph office at Slaton, Texas, in which it employs several employees classified as telegrapher-printer clerk in around the clock service. These positions and incumbents thereof, as indicated at page 77 of the Agreement, are covered by said Agreement.

The Carrier is uninformed as to the arguments the organization will advance in its ex parte submission and accordingly reserves the right to submit such additional facts, evidence and argument as it may conclude are required in reply to the organization's ex parte submission or any subsequent oral argument or briefs presented by The Order of Railroad Telegraphers in this dispute.

All that is herein contained has been both known and available to the employes and their representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: At Carrier's operation in Slaton, Texas, before May 15, 1954, clerical employes in the Yard Office prepared on typewriters wheel reports which were delivered by messengers to telegraphic employes in the Telegraph Office. The Telegraphers then transmitted said reports to various other points of Carrier's system by telegraph, telephone, or printing telegraph machines.

On May 15, 1954, Carrier installed modern teletype machines in the Yard Office at Slaton. Thereafter the Clerks in said office teletyped the wheel reports to the Telegraph Office, where a re-perforating machine reproduced the reports on tapes. Now the Telegraphers either (1) picked up the ends of the tapes and immediately fed them into another part of the machine, the transmitter-distributor, which sent the reports to the desired other points, or (2) tore off the tapes for later feeding into the transmitter-distributor.

No change in numbers of Clerks and Telegraphers employed resulted from these technological innovations.

The Employes contend that the Scope Rule of their Agreement with Carrier—which does not include teletype operators as such in the list of covered positions shown in the Rule but does include positions in various stations of Carrier in an appended wage scale, including five Telegrapher-Printer-Clerks at Slaton—was violated by Carrier's action. They argue that (1) these positions cover the operation of teletype machines and (2) the Clerks in the Yard Office were in effect given the traditional telegraphic work of transmitting wheel reports, making the Telegraphers a mere appendage in the whole operation.

Carrier contends that (1) the operation of teletype machines has long been a source of jurisdictional controversy between the Clerks and Telegraphers; (2) so far as Carrier's long-time practice is concerned, Telegraphers have never run such machines in non-telegraph offices; and (3) Carrier's action in the instant case constituted only the substitution of a new method of preparing wheel reports for an outmoded one by the Clerks rather than a transfer of transmittal work from Telegraphers to Clerk.

The last of the above-listed contentions of Carrier appears to constitute the crux of the instant case. It is true that (1) in the Wage Appendix of the Parties' Agreement five Telegrapher-Printer-Clerk positions are mentioned; and (2) by reference these positions are included under the Scope Rule of said Agreement. Then the question is, what is included in said positions? The preparation of wheel reports by the new teletype machines, as done by the Yard Office Clerks after May 15, 1954; or the transmittal of wheel reports by teletype machines in the Telegraph Office after receipt of the reports teletyped from the Yard Office; or merely the transmittal from the Telegraph Office by the method installed by Carrier in 1954?

On this question the titles of the positions listed in the Wage Appendix are ambiguous. As in most Scope Rule cases, the Board must here look to the record for evidence on past practice and custom. This record shows that in the past the Clerks prepared the wheel reports and the Telegraphers transmitted them. The record shows further that each class still performs its traditional function. Only the methods of preparation and transmittal have changed. True, the technological changes have somewhat blurred the traditional lines of demarcation between the two functions. But the blurring has not been shown to have been sufficient to justify the conclusion that there has been a transfer of duties from Telegraphers to Clerks in violation of the Telegraphers' Agreement with Carrier. And the record does not establish any special, customary right of Telegraphers to operate the new teletype machines in non-telegraph offices.

For these reasons and for others set forth in this Division's Award No. 8538, the Board finds that the instant Claims cannot be upheld.

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 Employees involved in this dispute are respectively Carrier and Employees 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 Carrier did not violate the Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of October, 1959.