

**Award No. 10820**

**Docket No. TE-8243**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Phillip G. Sheridan, Referee**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railroad that:

(1) The Carrier violates the terms of the prevailing agreement between the parties hereto when, on or about December 7, 1950, employees not coming within the scope of said agreement were required and/or permitted to transmit by printing telegraph machines (teletype) certain matters of record at its El Reno, Oklahoma, yard office;

(2) Carrier shall forthwith restore said work to employees coming within the scope of the agreement between the parties hereto:

(3) Beginning December 7, 1950, and continuing until the violations charged herein cease, Carrier shall be required to compensate Claimants J. L. McGrath, J. W. Bayless, J. P. Tidwell, W. J. Collins, J. L. Hustead, and employees who have relieved or succeeded them at the El Reno, Oklahoma Yard office, on an equitable call basis for each violation.

**EMPLOYEE'S STATEMENT OF FACTS:** There is in evidence an agreement by and between the parties hereto, bearing an effective date of August 1, 1947 as to rules and working conditions, and of September 1, 1947, as to rates of pay.

In support of the charge of violation, Employees rely on Rules 1 and 41, and Memorandum No. 1 of that agreement; and on Rule 13-(b) thereof as the basis for proper compensation. Each rule will be quoted and discussed as the Employees' Statement of Position is developed.

Carrier's El Reno, Oklahoma Yard office is a continuous operation, 24 hours each day, seven days per week. Claimants J. L. McGrath, J. W. Bayless and J. P. Tidwell were, at the time these claims were instituted, occupants of the first, second and third shifts in that office, respectively. Claimants W. J. Collins and J. L. Hustead performed the relief work on

The Carrier also fails to understand the claim as stated in Paragraph 3 — Compensation "On an equitable call basis." Claimant telegraphers were not adversely affected when wheel reports were prepared by teletypewriter at El Reno in accordance with the provisions of Memorandum 1. "Around-the-clock" telegraph assignments continued in effect at El Reno. No telegraphic work was assigned to clerks so as to make it necessary to summon a second telegrapher and pay him under the provisions of Article 13 — the call rule.

Again we reiterate for purposes of emphasis, that what had happened at El Reno in December 1950 had happened at Silvis, Kansas City, Blue Island, and Herington in 1938, and later at other stations when the teletypewriters were installed.

The 1947 Agreement specifically excepted wheel reports, thus prepared, from the scope of the Telegraphers' Agreement, and released the Carrier from any claim from telegraphers when clerks operated the teletypewriters in connection therewith.

Basically the wheel reports remain as the documents which were the subject of Memorandum 1 in 1947 when the memorandum was written to except preparation of wheel reports from the provisions of the Telegraphers' Agreement under the conditions prescribed therein.

As such, there is no violation of the Telegraphers' Agreement when clerks prepare the wheel report by teletypewriter for transmission by telegraphic department employees. Therefore, the Carrier has declined the claim and respectfully requests your Board to do likewise.

It is hereby affirmed that all of the foregoing is, in substance, known to the Organization's representative.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The teletype machines in question are used in yard offices and not in relay offices.

Therefore, we believe that the relevant Agreement between the parties is "Memorandum No. 1".

"The following exceptions to the item "Printer and Teletype Operators" in Rule 1 of the agreement effective August 1, 1947, are agreed to:

1. Operators of teletype machines located in Yard offices from which reperforators may be operated in the making of wheel reports".

From the foregoing "Agreement", it must be concluded that the operation of the teletype machines are within the exception set forth in said Agreement.

Then we must concern ourselves as to whether changes in the present wheel report remove it from the present wheel report mentioned in "Memorandum No. 1".

An analysis of the evolution of the wheel report, that is the subject matter of the present claim, reveals that it is not substantially different than those that have been the subject of change since 1938. We hold that it is not prohibited by "Memorandum No. 1".

**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 the Agreement was not violated.

**AWARD**

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September 1962.