

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Lee R. West, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS  
SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA  
(Texas and New Orleans Railroad Company)

**STATEMENT OF CLAIM:** *Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific Lines in Texas and Louisiana (Texas and New Orleans Railroad), that:*

1. The Carrier violated the provisions of the current Agreement between the parties when, acting unilaterally, it declared abolished the positions of first trick telegrapher-clerk, second trick telegrapher-clerk at Miller Yard, Dallas, Texas, and swing relief telegrapher-clerk (relieving both the former positions on rest days at Miller), and transferred the work of the positions to employes not embraced within the scope of the Telegraphers' Agreement.

2. The positions of telegrapher-clerk, first trick, second trick and swing relief at Miller shall be restored to the Telegraphers' Agreement; the former incumbents thereof (D. W. Franklin, C. L. Sanders and Robert Byrne) be restored thereto and compensated for any loss of wages and expenses incurred by reason of the violative act of the Carrier; and

3. All other employes adversely affected as result of this violative act of the Carrier shall be compensated for any loss of wages and expenses incurred thereby.

**EMPLOYES' STATEMENT OF FACTS:** Miller Yard is located on the outskirts of Dallas, Texas. The current agreement, published effective December 1, 1946, lists positions covered by the Telegraphers' Agreement as follows:

"Miller (Yard)	1st trick Telegrapher-Clerk	\$1.12½
	2nd trick Telegrapher-Clerk	1.12½
	3rd trick Telegrapher-Clerk	1.12½"

One position was subsequently abolished so that on October 10, 1957, the 1st and 2nd shifts remained with assigned hours 6 A. M. to 2 P. M. and 2 P. M.

**OPINION OF BOARD:** It is the opinion of the Board that the agreement has not been violated by the Carrier.

Prior to October 11, 1957, the Carrier involved maintained and operated a telegraph office at Miller Yard, on the outskirts of Dallas, Texas. The telegraph office was operated by telegrapher-clerks who prepared and transmitted inter-city messages. On October 11, 1957, the Carrier abolished the telegrapher-clerk positions at Miller Yard and ceased sending and receiving inter-city messages from Miller Yard.

All messages to Miller Yard from outside of Dallas were received at Belt Junction (Tower 118) and re-transmitted to Miller Yard. All inter-city messages from Dallas were transmitted by the Belt Junction (Tower 118) telegraph office by telegraphers.

When the Miller Yard Telegraph Office was discontinued the teletype equipment was not removed from Miller Yard. Such equipment has since been used by clerks to send messages to Belt Junction (Tower 118) 2.4 miles away (still in Dallas, however) and to receive messages from Belt Junction.

The employes initially contended that work which was previously performed by telegraphers at Miller Yard had been transferred to clerks who were not covered by the agreement. However, the nature of work allegedly transferred is not detailed or identified anywhere in the record. Further, the Carrier has asserted that telegraphers in the Belt Junction (Tower 118) telegraph office now do everything in transmitting a message from Belt Junction (Tower 118) in Dallas to another city that was previously done in transmitting a message from Miller Yard in Dallas to some other city. This is not denied by the employes in the record. It is therefore the opinion of the Board, based upon the undenied assertions in the record, that no work previously performed by telegrapher-clerks in Miller Yard has been transferred to employes not within the scope of the Telegraphers' Agreement.

It was further contended by the employes that the teletype equipment left in Miller Yard subsequent to October 11, 1957 should be operated by telegraphers. They cite Rule 1 Scope as follows:

"Rule 1, Scope, of the Telegraphers' Agreement, specifies that:

"This agreement shall govern the employment and compensation of the following:

Managers and wire chiefs; telegraphers; telephone operators (except switchboard operators); agents; agent-telegraphers; printer and teletype mechanics; operators and supervisors now employed in 'WS' office, New Orleans; 'HN' office, Houston; 'N' office San Antonio; and printer and teletype operators that may be employed in the future in telegraph offices or who displace telegraphers; agent-telephoners; towermen; tower and train directors; block operators; staff men; and all other positions listed in the wage scale.

The term "telegraph offices" as used herein means any office where printer and teletype machines have been installed since April 1, 1938, to handle inter-city messages."

and contend that the Miller Yard Office continued as a "telegraph office" subsequent to October 11, 1957 because the teletype equipment left there is used to transmit information to Belt Junction which is intended for and is transmitted to another city by the Belt Junction Telegraph Office. The employees contend that such information takes on the character of inter-city messages at the time they are transmitted by the Miller Yard Office to Belt Junction Office. However, Carrier cites teletype transmissions from yard offices, freight offices and traffic offices to consolidated telegraph offices within the same city as examples of messages agreed to be intra-city although the messages were later transmitted to another city by the consolidated telegraph office. It is therefore the opinion of the Board that the messages transmitted to Belt Junction from Miller Yard are not inter-city messages but are intra-city messages. It therefore follows that the office at Miller Yard is no longer a "telegraph office" within the meaning of the 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 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 25th day of March 1964.