

Award No. 14184
Docket No. TE-13888

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David Dolnick, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYES UNION
(FORMERLY THE ORDER OF RAILROAD TELEGRAPHERS)**

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, St. Paul, Minneapolis and Omaha Railway, that:

1. The duties and responsibilities in connection with the reception of messages and/or reports of record, required to be performed by means of a mechanical telegraph device (teletype) in the East Minneapolis Yard Office, Minneapolis Yard Office, Minneapolis, Minnesota, is work covered by the Telegraphers' Agreement and shall be performed by employees under said Agreement.
2. The Carrier in requiring or permitting employees not under the Telegraphers' Agreement to continuously perform such work in the East Minneapolis Yard Office in Minneapolis since June 16, 1961, is in violation of said Agreement.
3. If the Carrier elects to continue the performance of such work at East Minneapolis the necessary number of positions under proper classification required to meet the needs of the service shall be established and filled under the governing rules of the Telegraphers' Agreement.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the Chicago, St. Paul, Minneapolis and Omaha Railway Company and its employees represented by The Order of Railroad Telegraphers, hereinafter referred to as the "Omaha" Agreement, effective March 1, 1956, and as amended. Copies of said Agreement are on file with your Board and are, by this reference, made a part hereof.

There is also in evidence an Agreement between the Minneapolis and St. Louis Railway Company and the employees thereon, represented by The Order of Railroad Telegraphers, governing working conditions and rates of pay, effective September 1, 1955, and as otherwise amended. Copies of said Agreement are on file with your Board and are, by this reference, made a part hereof.

Insofar as the second exception is concerned, there can be no dispute whatsoever but that the installation of the teleprinter receiver at East Minneapolis Yard Office did not and could not have constituted a substitution for positions coming under the scope of the East Minneapolis Yard Office.

It is therefore clear that the claim in this case constitutes solely an attempt by the organization to require the establishment of telegrapher positions at a point where no such positions have ever previously existed. The carrier again reiterates that this Board should be consistent with the proposition set forth in that part of is Award No. 8656 reading:

"The Division has no supported the proposition that when an automatic machine is installed to perform a certain function, the employee who previously performed that function is entitled to remain simply to watch the automatic machine operate."

The carrier would go even further and say that where a machine is installed to automatically perform a function which a telegrapher had never been employed to perform, a telegrapher should not be required to be employed to watch the automatic machine operate.

The carrier submits that this claim should be denied in its entirety. Attention of this Board is again called to the fact that the General Chairman is on record with the carrier to the effect that this claim was not presented or progressed as a monetary claim.

OPINION OF BOARD: Prior to June 16, 1961, communications to and from the East Minneapolis Yard Office were handled by telephone or by messenger. Messenger service was generally handled by clerks. Only rush communications were handled by telephone. No telegraphers were ever employed at that Yard Office.

On June 16, 1961, a teleprinter receiver was installed. This machine has no keyboard or any other device through which a message can be sent. It is exclusively a receiving device. Communications received by the machine are torn off and executed by clerks. There is no evidence that the machine requires any attention other than the insertion of a role of paper.

Petitioner contends that the reception of reconsignment and diversion messages from this machine requires an operator within the meaning of Rule 1 (a) of the Agreement which provides that it covers, among other employees, "teleprinter operators and operators of other mechanical telegraph transmission or reception devices * * *"

The issue is whether the clerk who tore off the messages from the teleprinter was an "operator" of the reception device. We think not. The mere insertion of the paper in the machine and tearing off the messages is not such work contemplated and covered in the Scope Rule. No "operator" functions are involved. The clerk who performs these duties is in no respect different from the messenger who delivered the communication or the clerk who took the message on the telephone. There is no probative evidence in the record that this messenger and telephone services were previously performed exclusively by telegraphers. On the contrary, it was most often done by clerks.

The installation of the receiving device did not deprive any telegrapher of positions in the East Minneapolis Yard Office.

.. FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 Carrier did not violate the Agreement.

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 February, 1966.