

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19287
Docket Number TE-16416

Thomas L. Hayes, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(Formerly Transportation-Communication Employees Union
(
(Terminal Railroad Association of St. Louis

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Terminal Railroad Association of St. Louis, that:

1. Carrier violated and continues to violate the Agreement between the parties when beginning on or about February 9, 1965, it requires or permits employees, not covered by said Agreement, at Union Station, St. Louis, Missouri, to handle (punching, transmitting and receiving) communications.

2. For each and every eight (8) hour shift that communications are handled at Union Station, St. Louis, Missouri, by persons not under the Telegraphers' Agreement, the Carrier shall pay the equivalent of eight (8) hours' pay at the rate applicable to the position under the Agreement to each of the following telegraphic employees in that U.D. Telegraph Office at Union Station, St. Louis, Missouri:

Each Tuesday	- M. E. Roberts, V. R. Brown and J. D. Anderson
Each Wednesday	- M. E. Roberts, J. D. Anderson and W. E. Cagle
Each Thursday	- E. C. Hoffman, H. C. Whitesell and W. E. Cagle
Each Friday	- E. C. Hoffman, H. C. Whitesell and M. L. London
Saturday	- J. E. Hubbard, A. J. Fleming and L. J. Evans
Sunday	- J. E. Hubbard, L. P. Rogers and L. J. Evans
Monday	- H. Bradfield, W. K. Leek and V. R. Brown

OPINION OF BOARD: The Organization alleges that Carrier violated the Telegraphers' Agreement between the parties when it allowed or required employees not covered by the Agreement, at St. Louis, Missouri, to handle (punching, transmitting and receiving) communications.

Carrier contends there was no violation of the Agreement and states, in part, as follows:

"The clerical employees do not perform any punching other than the punching they have always done in preparation of the interchange reports. Insofar as the

"sending of the interchange information is concerned, as stated above, cards are punched automatically by the computer while printing the interchange reports and these cards are placed in the IBM 1912 machine, a drum card placed thereon, and a couple of buttons pressed to place the machine into sending position. Thereafter actual transmission of the data is accomplished at such time as the Pennsylvania elects to receive the data by manipulation of their receiving equipment. Sometime later in the day when the clerk happens to notice that the Pennsylvania has effectuated the transmission, he removes the punched cards from the 1912 machine, replaces the drum card, places a stack of blank cards into the machine and presses a couple of buttons to place the machine in receiving position. The combination of all work performed by the key punch operators in this connection takes only a few minutes a day. None of the material sent or received is kept or used by the Carrier for any record whatever."

These statements suggest that the Pennsylvania Railroad, not the Carrier in this case, really operates the IBM machine which accomplishes the actual transmission of the data recorded on the automatically produced cards.

The telegraphers, in this case, rest their claim upon their Scope Rule which reads in part as follows:

"Printer Operators - (punching, transmitting or receiving)"

The Scope Rule on which the telegraphers rely was adopted several years prior to the installation of the IBM machine giving rise to the present claim. It is doubtful that such a machine was within the contemplation of the parties at the time such rule was adopted.

In any event, the Board does not feel that a clerical employee performing the contested work could truly be considered a Printer Operator.

Carrier argued in its submission that the punching referred to in the Scope Rule probably related to the punching of tape as was and is done by employees who are represented by the Transportation-Communication Employees Union. This contention appears to be a sound one since punching of IBM cards has long been a part of clerical work.

The record persuades us that the Telegraphers have not met the burden of proving that the disputed work belongs to them and we find no violation of the Agreement.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of June 1972.