

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22832
Docket Number CL-22727

Martin F. Scheinman, Referee

(Brotherhood of **Railway, Airline and**
(**Steamship Clerks, Freight Handlers,**
(**Express and Station Employee**
PARTIES TO DISPUTE: (
(Southern Pacific **Transportation Company**
((Pacific Lines)

STATEMENT OF CLAIM: Claim of the **System Committee** of the Brotherhood (GL-8655)
that:

(a) The Southern Pacific **Transportation Company** **violated** the Clerks' Agreement when it removed work from Sacramento District Roster No. 2 **and** placed it **on** Sacramento **District Roster No.1; and**

(b) The Southern Pacific **Transportation Company** shall **now** be required to **compensate** employes E. H. **McManus**, N. C. Camp, K. R. **Brown**, D. D. **Heller**, R.L. **Larocque**, Jeff Nichols, R. K. **Edgman**, R. J. Miller, R. Gregory, J. E. Spirlock **and** P. K. **Pomeroy** **as** set forth in Local **Chairman** Dorothy M. Sanford's letters of **March 11, June 1, July 11, September 9 and** November 2, 1977 identified **as Employees' Exhibits A,I, J, K and L** attached hereto.

OPINION OF BOARD: Carrier **installed** a **new** teletype machine (M-40) in its Chief **Dispatcher's** office, TOPS Room, at **Roseville**, California, on **February 16, 1977**. **Prior** to the installation, Dispatcher Clerk-Stenos, holding seniority rights **on** Sacramento **District Roster No. 1**, took message dictation from Assistant Chief Dispatchers, typed the message on telegram **forms, and** delivered them to Printer Machine **Operators** (Roster No. 2), who retyped them for transmission to the various listed **stations**. Subsequent to the **installation** of the M-40, the Dispatcher **Clerk-Stenos** (Roster No. 1) used their dictation notes to teletype the messages. That is, **the function** previously performed by the **PMO Operators** was eliminated.

The Organization **claims** that Carrier violated the **Agreement** between the parties when it removed work from Sacramento District **Roster No. 2** and placed it on Sacramento District **Roster No. 1**. **Claimants** are the members of **Roster No.2**.

Article III, Section 2(a) of the Agreement of September 16, 1971 **is** the primary **provision** relied upon by the **Organization**. It **states:**

When a carrier party hereto desires to transfer positions **and/or** work between seniority **rosters**, districts **and/or** regions on **its** own **lines**, or when a carrier party hereto desires to transfer positions and/or work to another carrier party hereto, 90 days' **advance** notice will be given appropriate General **Chairman** or General Chairman.
..... (emphasis added)

The evidence **indicates** that with the M-40 **machine**, the Dispatcher **Clerk-Stenos**, instead of typing the message on a telegram form with a conventional typewriter, typed the message directly into the M-40 **machine** with **its** visual **display**. This operation did not constitute any additional work for the Dispatcher **Clerk-Stenos**. The actual **transmission** was then **governed** automatically by the computerized **message switching system**. The machine automatically transmitted the typed-in message.

The result of this is that the Chief Dispatcher's **Office** **is** now able to send out its own message via the computer. There **is** no longer a need to send for the services of the **Telegraph** Office. In short, the process **was** expedited by eliminating the **middleman operation**, without causing any additional work for the Dispatcher **Clerk-Stenos**.

This Board has previously ruled that this type of installation does not **constitute a transfer of** work.. See for example Awards 3051, 2449, 11494. We find those rulings equally applicable here.

Therefore, since the installation of the M-40 system constituted an elimination of the intermediate step performed by Claimants, and not a transference of work, Article III, Section 2(a) **is** not applicable. Citation of other Rules by the Organization, e.g., Rules 30, 31, 32, 33 are not appropriate to the factual situation here.

We will deny **the Claim** in its entirety without **addressing** the other contentions raised.

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;

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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:


Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1980.