Award No. 1954
Docket No. TE-1542

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Lloyd K. Garrison, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific Company, Pacific Lines, that—

1. Where automatic printers are in use, telegraphers will be used and one telegrapher and one puncher will be assigned to each machine so operated and receive compensation shown in wage scale, the necessary number of positions needed to comply with Rule 20 (i) in its entirety to be promptly bulletined to employes coming within the scope of the Telegraphers' Agreement on the Southern Pacific Company, Pacific Lines;

2. On and after June 26, 1939, extra unassigned employes represented by The Order of Railroad Telegraphers on the Southern Pacific Company, Pacific Lines, who may be idle as a result of failure to comply with the formal request of the Committee that Rule 20 (i) be observed in its entirety will be compensated according to seniority rights and qualification.

Note: The respective statements of fact and the original submissions of the parties to this case appear in Award 1661 (Docket TE-1542) adopted December 18, 1941, and are not repeated here.

OPINION OF BOARD: It is conceded that the claim relates only to automatic printers in the General Telegraph Offices at San Francisco, Portland, Los Angeles and El Paso. Rule 20 (i) which is here in question, and which relates only to General Telegraph Offices, reads as follows:

> "Where automatic printers are in use, telegraphers will be used, and one telegrapher and one puncher will be assigned to each machine so operated and receive compensation shown in wage scale."

The contentions of the parties will be considered, first, with respect to duplex and multiplex automatic tape printer machines and, secondly, with respect to teletypes.

1. Duplex and Multiplex Automatic Tape Printer Machines.

The carrier contends that Rule 20 (i) was abrogated by the agreement of September 5, 1929, which, it is alleged, relieved the carrier from the obligation of assigning one telegrapher and one puncher to each machine. This agreement related only to duplex and multiplex automatic tape printer machines. The question of whether or not teletypes should be operated by telegraphers was then in dispute and was not settled until later when a separate agreement covering teletypes, dated January 11, 1930, was entered into.

The employes contend that Rule 20 (i) was not abrogated by the agreement of September 5, 1929, because the purpose of that agreement was solely to settle a dispute which had arisen as a result of the carrier's instructions of March 29, 1929, directing that employes should be alternated be-

tween the transmitting and receiving sides of the automatic printing machines. These instructions resulted in several telegraphers being eliminated from the machines because they were not qualified to punch. The employes promptly protested the instructions of March 29, 1929, and it is clear from the correspondence, the respective submissions of the parties to the Telegraphers' Adjustment Board, and the terms of the agreement of September 5, 1929, that the subject-matter of that agreement grew directly out of the dispute precipitated by the instructions of March 29, 1929.

But this does not dispose of the case. The agreement of September 5, 1929, did not mention Rule 20 (i), but it had the effect of changing it so materially that the question may fairly be asked whether the agreement was not intended to supplant Rule 20 (i) altogether. In considering this question, we have had the benefit, not only of the original submissions but of the supplementary submissions (themselves as voluminous as the originals) filed by the parties pursuant to our Award of December 18, 1941, in which we remanded the case to the parties for further information.

The question is complex and difficult, notwithstanding the exhaustive discussion of it by the parties. In approaching it, we think the first thing to do is to determine what Rule 20 (i) meant to the parties at the time the agreement of September 29, 1929 was entered into.

Read in its most natural sense, the rule seems to call for two employes per machine; it says: "where automatic printers are in use * * * one telegrapher-clerk and one puncher will be assigned to each machine so operated." The earlier forms of the rule point even more definitely toward this sort of interpretation.

The first rule was adopted in 1917, at a time when punchers were not included in the scope of the agreement; it provided that telegraphers should be used in the operation of the machines on the receiving side, and that:

> "In offices where more than one automatic printer is in use, there shall be the required number of positions designated as 'Telegrapher-clerks,' to cover the entire period that such automatic printers are in operation, one Telegrapher-clerk to be assigned to each automatic printer so operated." (Underscoring ours.)

This certainly sounded as though one telegrapher-clerk was to be assigned to each machine for each shift in which it was to be operated, regardless of the volume or continuity of the work.

In 1918, when punchers were brought under the agreement, the language quoted above was modified by simply adding the words "and one puncher" after the words "one Telegrapher-clerk," implying that two such employes were to be assigned to each machine for each shift in which it was to be operated, regardless of the volume or continuity of the work.

In 1924 the shorter and simpler form of the present rule was adopted, apparently—to one reading the words in their natural sense—continuing the requirement of two employes per machine. This was the sense in which we read the rule at the time we wrote our preliminary Award of December 18, 1941; and it seems to have been the sense in which the employes' representatives read the rule at the time the claim was filed, and earlier in 1934 when they first raised the question of the continued existence of Rule 20 (i).

Thus in 1934 the employes' General Chairman (who was not the General Chairman who negotiated the September 5, 1929 agreement) argued that under that agreement "in no wise has the requirement of two employes to a machine provided for in Rule 20 (i) * * * been qualified or abrogated in any degree." He also argued that the Company's requirement about alternating, which led up to the September 5, 1929 Agreement, "naturally carries the thought that two employes will still be assigned to each machine, otherwise, there could be no alternating placed in effect." In his letter to the

carrier of June 9, 1939, reviving the 1934 claim, he said that "effective ten days from date, we expect this rule" (Rule 20 (i)) "to be complied with in its entirety and that every automatic printer in use on the Southern Pacific, Pacific Lines, will be manned by two employes, one telegrapher and one puncher. Effective ten days from date, on all automatic machines were two employes are not being used, we hereby file claim for senior extra unassigned employes * * * who may be idle as a result of failure to comply with request * * *" (Underscoring ours). The employes' statement of claim asks that the "necessary number of positions needed to comply with Rule 20 (i) in its entirety" be bulletined, etc.

Expressions such as these, together with the natural sense of the language of the rule, and particularly of the earlier forms of the rule, led the Board originally to suppose that Rule 20 (i) was intended to lay down a specific manning requirement of two employes to a machine during each shift when the machine was being operated. Actually, whatever the original purpose of the rule and of its predecessor rules may have been, the situation in 1929, as revealed by the parties' final submission, indicated that at that time the rule was not regarded by the parties as calling for any definite number of employes per machine.

Thus on March 29, 1929, there were in the San Francisco General Telegraph Office, one duplex and four multiplex automatic printers, and the following regularly assigned employes on duty on the receiving and transmitting sides respectively at the different hours shown below:

Hours	Receiving Side No. of employes on duty	Transmitting Side No. of employes on duty
7:00 a.m.	1	1
7:30 a.m.	3	1
8:00 a.m.	3	3
9:00 a.m.	4	3
9:55 a.m.	4	4
10:00 a.m. to 1:00 p.m.	4	5
1:00 p.m.	4	6
2:00 p.m.	5	6
2:50 p.m.	5	7
3:30 p.m.	4	6
4:00 p.m.	2	6
5:00 p.m.	2	4
5:55 p.m.	1	4
6:00 p.m.	1	3
7:00 p.m. to 9:00 p.m.	1	2
9:00 p.m. to 10:00 p.m.	1	1
10:00 p.m. to 10:50 p.m.	0	1

In Los Angeles on the same date there were one duplex machine, one multiplex, and the following regularly assigned employes on duty at the following hours:

Hours	Receiving Side No. of employes on duty	Transmitting Side No. of employes on duty
7:30 a.m.— 9:30	0	2
9:30 a.m.—11:00	1	3
11:00 a.m.	2	3
12:00 noon—3:00 p.m.	2	4
3:00—3:30 p.m.	2	5
3:30 p.m.—5:30 p.m.	2	3
5:30 p.m.—6:00 p.m.	1	3
6:00— 7:00 p.m.	1	2
7:00— 8:00 p.m.	0	2
8:00—11:00 p.m.	0	1

It will be noted that at Los Angeles the number of punchers exceeded the number of receivers at all times during the day, and that the same condition existed at San Francisco during all but about three hours of the day. Moreover, at San Francisco before 7:00 a.m. and after 10:50 p.m. and at Los Angeles before 7:30 a.m. and after 11:00 p.m., there were no punchers on duty, and the carrier states that at such times any incoming messages were taken by one or more of the Morse telegraphers. Figures submitted by the Union showed a considerable amount of time being put in on the receiving side by Morse and extra unassigned telegraphers, the Union's comment being that this further confirmed the fact "that two employes were being used on automatic printers when they were in use." But a calculation of the time shown for each man demonstrates that even if all the time be considered as having been put in during the regular stretch of hours assigned to the punchers and receiving side telegraphers, it still would fall very considerably short of equalizing the amount of man-power used on the two sides of the machines. Moreover, it is clear that some—possibly all—of the time shown by the employes as having been worked by the Morse and extra unassigned telegraphers on the machines must have been put in to fill temporary vacancies and to receive messages during the off hours when no regularly assigned punchers and receivers were on duty. Finally, the carrier states there were no extra unassigned telegraphers on the receiving side of the printers in San Francisco and Los Angeles as of March 29, 1929, and that there were five extra unassigned puncher positions at San Francisco and one extra at Los Angeles, these extra punchers being used when necessary to take care of increased business or to fill temporary vacancies. No information as to the hours actually worked by these extra unassigned punchers was furnished by either side.

Upon all the evidence, we have reached these conclusions: that at the time the agreement of September 5, 1929, was entered into, Rule 20 (i) was not regarded by the parties as embodying a manning requirement of two employes per machine; that, as the reconstruction of the situation on March 29, 1929 shows—a situation which the parties themselves approved in the Memorandum of Understanding accompanying the aforesaid agreement—there were at practically all times during the regularly assigned hours more punchers on duty than receiving side telegraphers; that during these hours the receiving side telegraphers moved from machine to machine as the requirements of the work dictated; and that during the off hours when no punchers were on duty, Morse or extra telegraphers would reveive such messages as might come in.

The real meaning of Rule 20 (i) at the time the agreement of September 5, 1929 was entered into seems to have been this, that two separate classes of employes, punchers and receiving side telegraphers, were set up, each class having its own separate seniority system and its own rates of pay, and each being confined to the transmitting and receiving sides respectively, the exact numbers of employes on the respective sides at any given time being such as the volume of the work might call for and there being no requirement that an equal number, or two per machine, should be maintained. The punchers' rates were lower than the receiving side telegraphers' rates and the seniority of the punchers was confined to the offices in which they were employed.

From the beginning the requirement of maintaining two separate classes of employes on the printer machines, neither of which could cross over and do the work of the other, seems to have been the feature of the rule with which the parties were really concerned; and it was this requirement which was the real source of the controversy.

Thus in 1921 the carrier proposed as a substitute for the rule in its then form, a rule creating **one class** of automatic printers who "will **alternate** on these machines in receiving and punching as determined by Manager in charge." This proposal was unacceptable to the employes.

The carrier went ahead, notwithstanding, until 1924, when the United States Railroad Labor Board ruled adversely to the carrier's contention. The

rule in its present form was then adopted. A little later the Board ruled that the punchers who had been used by the carrier on the receiving side should be paid the telegraphers' rate for their service so performed.

In 1926 the carrier issued instructions to reduce the force to one employe on each machine who would operate both sides, the sending and receiving channels to be operated alternately. This was protested by the employes as a violation of Rule 20 (i) and apparently the practice was soon discontinued, though the carrier pointed out that no actual reduction of force had resulted on account of using the puncher on the receiving side for a short period; the effect was simply to allow the wire chief who had been attending to the receiving end to do other needed work.

On March 29, 1929, the instructions previously referred to were issued, to the effect that, beginning May 1, 1929, employes assigned to the printers should alternate "so that the time devoted to punching and receiving will be divided as nearly equal as practicable." It was further provided, in substance, that telegraphers assigned to the receiving side would be required by May 1, 1929 to qualify as punchers, but that "for the present, covering time that telegrapher is used punching, his rate of pay will not be reduced."

By these instructions the carrier was seeking, as the carrier had sought in 1926 and in 1921, to break down the separateness of the two classes by eliminating the restriction of each to one particular side of the machine. This separateness was the essence of Rule 20 (i). The carrier stated to the Telegraphers Adjustment Board that it was "essential that the carrier be not prohibited from working employes (assigned to printers) on **either or both sides of the machine.**" The carrier pointed out further to the Board (which was unable to dispose of the controversy created by the aforesaid instructions) that there was often not enough business to permit the continuous operation of the receiving side and that when the puncher was off for lunch, etc., the employe on the receiving side ought to be qualified to punch so as to be able to send rush messages, etc. An additional, perhaps even the strongest, mottive animating the carrier may have been that the instructions would eliminate from the receiving side some telegraphers who would not be able to qualify for punching and who might therefore be replaced by the lower paid punchers, and that the temporary arrangement for paying to those telegraphers who could qualify as punchers their regular rates while they were punching might later on be discarded.

The employes, on the other hand, were not without their own reasons for desiring to eliminate the separateness prescribed by Rule 20 (i). For one thing the seniority of the punchers, being limited to the offices in which they worked, gave them but little chance of advancement in view of their exclusion from the right to bid on vacancies arising on the receiving side of the printers. At the same time the telegraphers were suffering by their eclsuion from the transmitting side, because the automatic machines were more and more supplanting Morse telegraphy and thereby reducing the telegraphers' opportunities for employment.

The agreement of September 5, 1929 was a compromise which resulted in (a) destroying the separateness of Rule 20 (i) to the advantage of both parties and (b) at the same time preserving the rights of the older telegraphers. Thus as to (a), new positions or vacancies, whether on the receiving or transmitting side, were in the future to be bulletined to both telegraphers and punchers, and the senior applicant qualified to operate **both** sides would be assigned to the job. The employes gained thereby through the increased employment opportunities for both punchers and telegraphers, and the carrier gained by being able to pay the lower punchers' rates to punchers working on the receiving side, and (with certain qualifications and exceptions noted below) by being able to pay the punchers' rate to telegraphers working on the transmitting side. As to (b), the telegraphers who had been eliminated as a result of the instructions of March 29, 1929 because of inability to qualify as punchers were to be returned to their positions and

allowed to remain, and telegraphers whose seniority antedated July 2, 1929, and who could qualify as punchers, were to be paid their telegraphers' rate when used on either the receiving or transmitting sides. But telgeraphers employed subsequent to July 1, 1929 were to be paid the punchers' rate (maximum) when punching, with an allowance of "not less than four hours at the telegraphers' rate" for each regular eight-hour day worked. Punchers were to be paid the same rate "when used on either the punching or receiving side."

It would seem natural to infer from these provisions that a man assigned to punching might from time to time be used on the receiving side, and vice versa. This inference is strengthened by the Mediation Agrement of June 9, 1933, interpreting the last two sentences of the Memorandum of Understanding of September 5, 1929. The Mediation Agreement provided in part that "extra unassigned work which requires a **combination of work on both receiving and transmitting sides** of duplex and/or multiplex automatic tape printer machines should be assigned to an extra Morse telegrapher who is qualified to punch * * *."

In the light of this interpretative provision, there can be no doubt that the September 5, 1929 settlement permitted, to some extent at least, the practice of "alternating." The employes contend, however, that the alternating referred to in the Mediation Agreement was limited to stations where the work on the printers tapered off at the close of the day and it was not necessary to work both channels at once. The employes further contend that in actual practice an employe is kept on the side of the machine advertisde except in "emergencies" or where there is an "extreme shortage" of machine operators. The record indicates that the normal practice is as the employes state it to be, and that what actually happened in the 1929 settlement was that the carrier cancelled the March instructions providing for regular and approximately equal alternation of work in return for the right to insist upon everyone in the future being qualified to punch so that occasional alternations (or regular alternations on particular positions such as those mentioned in the Madiation Agreement) might be made as circumstances necessitated. This conclusion seems consistent with the statement in Mr. Beach's letter of January 21, 1935, that the September 1929 settlement effected a discontinuance of the practice of alternating and that, if "Rule 20 (i is restored, we will be justified and will revive the practice of alternating telegraphers and punchers * * *." Evidently what Mr. Beach had in mind in his references to alternating was the regular and approximately equal alternating prescribed by the instructions of March 29, 1929. This practice was, as he stated, discontinued by the September 1929 settlement, and his letter certainly indicated, as the employes have contended, that after September 1929, there ceased to be any general practice of alternating. Nevertheless, the Mediation Agreement showed that under the September 1929 settlement, alternation might still, in particular circumstances at least, be invoked.

We may now sum up our conclusions as follows:

(1) By September 1929, at the time of the settlement, Rule 20 (i) had come to be recognized by both parties as not requiring any particular number of employes on the respective sides of the printer machines. There were normally on duty more punchers than receiving side tlegraphers, and the latter moved from machine to machine as the volume of incoming messages necessitated. Sometimes no punchers were on duty, and incoming messages were received by Morse telegraphers or extra unassigned telegraphers. Sometimes when punchers were on duty, no receiving side telegraphers were assigned, and incoming messages were taken by Morse telegraphers. In other words, Rule 20 (i), by the understanding of the parties, had ceased to contain any specific manning requirements such as the earlier forms of the rule indicate had originally been contemplated.

(2) The real substance of Rule 20 (i) was the division of the printer operators into two separate classes, one confined to the receiving and the other to the transmitting side. The settlement of September 1929, with certain exceptions in favor of the previously employed receiving side telegraphers, abolished the separateness and provided thenceforth for uniform qualifications so that printer operators could work on either or both sides of the machines. The substance of Rule 20 (i) was thereby repealed as effectually as if it had been mentioned in the agreement of September 5, 1929.

(3) Under these circumstances there is no basis for sustaining the claim of the employes as presented.

In the employes' final brief, however, submitted to us after we had remanded the case to the parties for further information, a new argument was made which requires consideration. The employes state that early in 1929 the carrier introduced, on the receiving side of the printer machines, a roll of paper instead of a single page on which incoming messages had previously been printed; that whereas formerly when both sides of the machines were in operation, a receiving side telegrapher would have to remain steadily by the machine in order to take off each message and insert a new paper, the roll of paper device enabled a large number of messages to be received on a given machine before it became necessary for anyone to do anything about the roll; that, as a result, the carrier was able to assign the receiving work on several machines to a single telegrapher even when all were operating at once on the receiving side; that under Rule 20 (i), this practice was improper, since Rule 20 (i) called for two men to stand by each machine when the machines were being operated on both sides simultaneously; and that this requirement of Rule 20 (i) was not abrogated by the agreement of September 5, 1929.

We have already seen that prior to that agreement, as evidenced by the restoration of positions approved by the Memorandum of Understanding of the same date, the parties had recognized the propriety of assigning to a given set of machines more punchers than receiving side telegraphers, and of permitting the latter to move from machine to machine as the necessities of the work required. The role-of-paper argument really comes down to this, that, under Rule 20 (i), whenever a machine started to receive, a receiving side telegrapher was required to stand by from the moment of the commencement of the receiving process till its termination, and that the rule was violated when a roll of paper was permitted to unroll and receive messages **during an interval of time when no receiving side telegrapher was present.** In other words, Rule 20 (i) meant that whenever both sides of a machine were being **simultaneously** operated, two employes were required to be present **all the time.**

Rule 20 (i), however, said nothing about the **simultaneous** operation of both sides. Its most natural meaning was that whenever a machine was actually being operated, two employes were to stand by, the puncher to punch whatever messages might be given him and the telegrapher to receive such messages as might come in from time to time. And we think that that is what the Rule was originally intended to call for. But we have seen that that apparent intention was not carried out in practice and that parties sanctioned an arrangement whereby fewer telegraphers than punchers were permitted to tend the same machines, the telegraphers going from one to another as the needs required.

Therefore we think it would be a strained interpretation of Rule 20 (i) (assuming that some residue of 20 (i) remained unrepealed by the agreement of September 5, 1929) to hold that the preceise instant when a machine begins receiving a message, a telegrapher must be on hand on the receiving side and remain throughout.

The matter admittedly cannot be decided with absolute certainty, since the facts are still not clear in every respect. The weight of the evidence, however, seems to us to favor the carrier's position, and we think it proper, in arriving at a final conclusion, to take into account these factors: First,

that the argument deriving from the institution of the roll-of-paper device, on which the employes' case is chiefly founded in the final brief, was not mentioned in the original submission, or in the employes' reply to the carrier's submission; secondly, that the device itself was instituted and known to the parties prior to the September 5, 1929 agreement (according to the carrier's records the device came in in 1928); thirdly, that the claim of the continued existence of Rule 20 (i) and of its violation was not raised until more that five years after the agreement of September 5, 1929, and was not thereafter again raised until June 1939; and that, when so raised, an interpretation of the Rule was contended for which clearly had not been the established interpretation at the time of the agreement of September 5, 1929. These factors, while not decisive, seem to us to strengthen the conclusion that the weight of the evidence is against the employes claim.

II. Teletypes

On July 10, 1928, the employes' representatives wrote the carrier "that the teletype machines are installed at a few offices and that more are to be installed. We believe that the employes who are used in the operation of these mechanical message sending and receiving devices properly come within the scope of the Telegraphers Agreement and this is to request that they be so considered."

On April 12, 1929, the employes representative, referring to this request,, stated that the employes' Committee had "requested that a position of telegrapher-clerk be established at all offices where these machines are in service * * * this employe to be used, first, to operate the teletype machine, and second, to perform any other duties necessary to fill out the eight-hour period." (underscoring ours).

Teletype machines, unlike the duplex and multiplex printers, could not be operated simultaneously on the sending and receiving sides. It seems clear that upon their introduction by the carrier one employe was assigned to do the transmitting, and to take off the messages, when the machine was receiving, and that the effort of the Committee, as shown by the above correspondence, was to cover that employe under the scope of the Telegraphers' Agreement. This conclusion is consistent with the language used by the parties in their submission of the question to the Telegraphers Adjustment Board, and to the United States Board of Mediation. Rule 20 (i) was never mentioned, nor was there any suggestion that separate employes should be assigned to the work of transmitting and receiving. The teletype agreement, which settled the whole dispute and which was dated January 11, 1930, (after the agreement of September 5, 1929), required teletype machines to be "operated by an employe coming within the scope of Rule 1 of the Telegraphers Agreement." (Underscoring ours).

From the foregoing it would seem too clear for argument that from the beginning teletypes were operated in their entirety by single operators; that that method of operation was the one contemplated and provided for by the Teletype Agreement; that the object of the Committee was simply to bring those operators under the scope rule; and that this object was attained by the Teletype Agreement.

The only doubt which could be cast on this conclusion is that the first paragraph of the Teletype Agreement said that "the following arrangement shall prevail with respect to operation of transmitting side of teletype machines * * *." (Underscoring ours). This seemed to imply that some other arrangement was to prevail with respect to the receiving side. The carrier's explanation in its final brief is that the parties understood so clearly that whoever did the transmitting would do the receiving also, that it was necessary to discuss the receiving. This explanation is not very satisfactory, and there are other clauses of the agreement which refer to employes "operating the transmitting side" and to positions or vacancies occurring "on the transmitting side."

On the other hand, section 3 (a) provided that teletype machines need not "be operated by an employe referred to in Section 2, except when the volume of transmitting and receiving amounts to an average" of so many numbers. "When the transmitting and receiving" did amount to such an average, then "the provisions of Section 2 shall apply"; and Section 2 provided that "teletype machines used in telegraph offices shall be operated by an employe coming within the scope" of the Telegraphers' Agreement. (Underscoring ours). These clauses sound as though the transmitting and receiving were to be done by the same operator. Perhaps the difference between these clauses and those which speak of transmitting alone can be explained on the supposition that while normally the same operator would perform both operations, there might be times when incoming messages would be taken off by someone else when the trnasmitting clerk was not present. The real job, of course, was transmitting, since receiving took no skill.

In view of the complete revision of the method of handling automatic tape printers which had been effected by the agreement of September 5, 1929, and the repeal thereby of the substance of Rule 20 (i) as applied to such machines, we do not think the parties had any reference to Rule 20 (i) at the time the Teletype Agreement was entered into some months later. On the contrary, the Teletype Agreement was obviously intended to cover the whole question of the manning of teletypes.

While the language of the Teletype Agreement leaves something to be desired in the way of clarity, it seems perfectly plain (1) that that Agreement did not anywhere specify that two employes must do the job of transmitting and receiving on each teletype; (2) that on the contrary, the principal drift of the agreement implies the normal use of but one operator; (3) that this interpretation is consistent with the correspondence of the parties leading up to the Agreement; (4) that from the beginning there has never been any practice of requiring two operators per machine; (5) that the prevailing practice was concurred in without protest for over nine years after the Teletype Agreement was made, and until the present claim was filed (the protest of November 1934 having to do quite evidently, from the correspondence, with the manning of duplex and multiplex tape printer machines, and no mention whatever being made of teletype or of the Teletype Agreement).

Under these circumstances we would not feel justified in sustaining the claim.

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 employes involved in this dispute are respectively carrier and employes 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 no violation of the rules and applicable agreements has been established.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 14th day of September, 1942.