

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Order of Railroad Telegraphers on the Pennsylvania Railroad:

1. That the Carrier violated the terms of the Telegraphers' Agreement, Part 2, when, on August 13, 1934, March 18, 1938, and April 25, 1938, it unilaterally declared the 1st, 2nd and 3rd trick telegrapher positions in the "SB" Relay Office at Sunbury, Pa., abolished on the respective dates mentioned and unilaterally transferred all of the work of these positions to employes not under the Telegraphers' Agreement; and,

2. That positions necessary to perform this work which was improperly removed from the Telegraphers' Agreement, Part 2, shall be created at Sunbury, Pa., and these positions bulletined and filled in accordance with the provisions of the governing rules of said Agreement.

EMPLOYES' STATEMENT OF FACTS: Agreement bearing date of May 16, 1943, as to working conditions, rules and rates of pay, is in effect between the parties, copies of which are filed with this Board. This Agreement is divided into Part 1 and 2, Agreement—Printed and known as Part 2—bearing date September 30, 1936, is also filed with this Board.

This latter Agreement, carried the positions of 1st and 2nd Telegrapher "SB" Sunbury, Superintendent's Office, rate \$.805 per hour, plus negotiated adjustments by increase.

Superintendent's Office, Sunbury, Pa., on the Wilkes Barre Division, maintained and worked former "SB" Relay Telegraph Office, open continuously until August 13, 1934. Effective August 13, 1934, this office was closed except:—

Monday to Friday, Inc.

6:00 A.M. to 4:00 P.M.

6:00 P.M. to 2:00 A.M.

Saturday

9:00 A.M. to 5:00 P.M.

Effective March 18, 1938, second trick was abolished.

Effective April 25, 1938, office was discontinued.

After "SB" Relay Office was discontinued April 25, 1938, the message work formerly handled in that office was handled by the Movement Directors through the Block Operators at "Weigh Scales" and "Buttonwood" Block Sta-

It is respectfully submitted that the National Railroad Adjustment Board, Third Division, is required by the Railway Labor Act to give effect to said Agreement and to decide the present dispute in accordance therewith.

The Railway Labor Act, in Section 3 (i), confers upon the National Railroad Adjustment Board the power to hear and determine disputes growing out of "grievances or out of the interpretation or application of agreements concerning rates of pay, rules or working conditions." The National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the Agreement between the parties to it. To grant the claim of the employees in this case would require the Board to disregard the Agreement between the parties thereto and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take such action.

CONCLUSION: The Carrier has shown that under the applicable Agreement between the parties to this dispute, the positions of telegrapher at "SB" were properly abolished and that none of the work accruing to such employees is being performed by employees covered by other agreements.

It is, therefore, respectfully submitted that the claim is without foundation in the applicable Agreement and should be denied.

OPINION OF BOARD: Immediately prior to August 13, 1934, three telegraphers were working in the "SB" Relay Office at Sunbury, Pennsylvania. On that date, the position of the second trick telegrapher was abolished because of a reduction in telegrapher's work. On March 18, 1938, the third trick telegrapher's position was abolished because of a further reduction in telegrapher's work. On April 26, 1938, the first trick telegrapher's position was abolished and the "SB" office discontinued as of that date. Positions of telegrapher at the "SB" Relay Office were a part of the Wage Scale in the 1938 Agreement, but were omitted from the Wage Scale of the 1943 Agreement upon the allegation of the Carrier that there was no work for the telegraphers remaining at the "SB" Relay Office. On November 23, 1943, the Organization filed the present claim, alleging that the telegrapher positions were not in fact abolished as heretofore stated, but that the telegrapher's work was in fact assigned to employees not within the Telegraphers' Agreement. The Organization requests that the work be returned to the telegraphers by restoring the positions and bulletining them to members of that craft.

It is the contention of the Organization that the work of the telegraphers at the "SB" Relay Office before the abolition of the telegraphers' positions consisted of communication work by Morse telegraph and by telephone, the testing and patching of telegraph and telephone wires, and the balancing of the terminal telegraph repeater line on which teletype printer machines are located. The progressive development and use of the telephone in railroad operations has contributed greatly to the confusion which has grown up in attempting to differentiate what is and what is not communication work belonging to telegraphers under the scope rule of their Agreement. We think it is established as a general proposition that telephone communications consisting of messages and reports of record belong to the telegraphers by virtue of the scope rule of the Telegraphers' Agreement. The Carrier contends that testing, patching and balancing do not belong exclusively to the telegraphers. In this respect, we are of the opinion that testing, patching and balancing is work belonging exclusively to the telegraphers when it is incidental to and done in connection with the operation of lines, either telegraph or telephone, in performing work belonging to the telegraphers under their Agreement. On the other hand, such work is not that of the telegrapher when done by Telegraph and Signal Maintainers incidental to and in connection with the maintenance of lines. With these general rules in mind, we will consider the particular facts that brought about this dispute.

Prior to the abolition of the telegraphers' positions, the telegraphers handled inbound and outbound messages and reports of record that were

assembled in the Superintendent's Office. After the positions were abolished, movement directors, employes not within the Telegraphers' Agreement, performed similar service of sending and receiving messages and reports of record. While it is true that movement directors and many other employes make use of the telephone in connection with their respective duties, this affords no basis for claim except where the work done belongs to the telegraphers by virtue of their Agreement. There is evidence in the record that some of the work of the telegraphers was turned to Block Operators at Weigh Scales and Buttonwood in order to eliminate all telegraphers' work from the "SB" Relay Office. Subsequently, this work was handled through the "Kase" telegraph at Sunbury. It is shown, however, that the average amount of work handled through "Kase" is only two messages per day. The evidence shows further that movement directors assemble their messages of importance and reports of record and telephone them direct to Williamsport, Harrisburg, Philadelphia, and other points. This was work which unquestionably belonged to the telegraphers before their positions were abolished. Outbound reports were telephoned to Weigh Scales or Buttonwood for sending. It naturally follows that if work remained which belonged to the telegraphers at "SB" Relay Office there was a certain amount of testing, patching and balancing incidental to it which belonged to the Telegraphers. The Carrier insists that such work is so trivial as to be of no importance. It is evident that the time required of an employe to do the necessary testing, patching and balancing in connection with the remaining telegraphers' work is negligible.

The contention of the Carrier that the work of telegraphers at the "SB" Relay Office was materially reduced is borne out by the record. The advent of the telephone eliminated much work that was formerly sent by Morse Code. In 1916, train dispatching by Morse Code was entirely eliminated, further reducing the quantum of work for telegraphers. The establishment of through telegraph circuits and the development and installation of teletype printer machines further reduced the available work for telegraphers. The loss of commercial messages also contributed to the loss in telegraphers' work. New administrative methods, especially the creation of the movement director positions, have proved more efficient in the estimation of management in handling train movements and the work incidental thereto. It is clear to us that the development of communication methods and more efficient administrative processes have combined to eliminate the work of the Morse telegrapher in the larger telegraph offices and to materially reduce the work which was performed by telegraphers at such points in former days. But even so, it is evident that there remains some work in the "SB" Relay Office which was formerly performed by and now belongs to telegraphers under their Agreement and the interpretations which this Board has made with reference thereto. The Carrier urges that it is uneconomical for the Carrier to reinstate these positions under the circumstances shown. While this may be true, it appears that the remedy must come through negotiation and not by interpretation.

We are unable to say from an examination of this record how much work exists at the "SB" Relay Office that belongs to the telegraphers under their Agreement. Whether one or more positions should be reinstated is not ascertainable from this record. Our holding will, therefore, be limited to a finding that work belonging to the telegraphers existed at "SB" Relay Office when the first trick telegrapher's position was abolished and the office discontinued on April 25, 1938. The quantum of the work remaining and the number of telegraphers required to perform it will necessarily have to be worked out, in the first instance, by the Carrier and the Organization on the property.

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 employe 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 violated by the Carrier.

AWARD

Claim sustained to the extent shown by the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 25th day of April, 1947.