Award No. 14185
Docket No. TE-13889

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 Minneapolis & St. Louis 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 reception device (teletype) in the Cedar Lake Yard Office, Minneapolis, Minnesota, is work covered by the Telegraphers' Agreement and shall be performed by employes under said agreement.

2. The Carrier, in requiring or permitting employes not under the Telegraphers' Agreement to continuously perform such work in the Cedar Lake 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 Cedar Lake Yard Office, 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.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an agreement between the Minneapolis & St. Louis Railway Company and the employes thereon represented by The Order of Railroad Telegraphers, hereinafter referred to as M. & St. L. agreement, 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.

There is also in evidence an agreement between the Chicago, St. Paul, Minneapolis & Omaha Railway Company, hereinafter referred to as the "Omaha" agreement, and The Order of Railroad Telegraphers, effective March 1, 1956, and as otherwise amended. Copies of said agreement are on file with your Board and are, by this reference, made a part hereof.

employe 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 this claim was not presented or progressed as a monetary claim.

OPINION OF BOARD: The issue in this case is similar to the one in Award No. 14184. Although the Scope Rule is not identical it also covers "Operators of mechanical transmission reception devices . . ."

Here, too, a teleprinter receiver was installed which has no keyboard or any other device through which a message can be sent. All other facts are also similar.

For the reasons stated in Award No. 14184, we conclude that there is no merit to the claim.

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 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 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.