

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19400
Docket Number TE-15387

Gene T. Ritter, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
((Formerly The Order of Railroad Telegraphers)

PARTIES TO DISPUTE: (

(The New York, New Haven and Hartford Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York, New Haven and Hartford Railroad, that:

1. The Telegraphers' Agreement was violated and continues to be violated when commencing on or about September 27, 1963 Carrier transferred to clerical employees, not subject to the terms of the Telegraphers' Agreement, the duties of operating electrical or mechanical telegraph machines from telegraphers in NH Office, New Haven.

2. The work and duties improperly transferred shall be restored to employees covered by the Telegraphers' Agreement, Messrs. C. H. Moss, E. Hildebrand, J. F. Gleason, V. M. Nugent and J. Killian, all of whom were deprived of work to which entitled, shall be reimbursed the difference between their earnings on allegedly abolished positions in NH Office, New Haven, Connecticut, and their earnings on other positions to which they have been assigned, and this payment to continue until condition corrected.

3. All other employees improperly displaced shall be reimbursed lost earnings resulting from transfer of work to which these employees were entitled.

OPINION OF BOARD: Reduced to its simplest terms, this dispute presents the question of whether the Telegraphers' scope rule language requires the Carrier to employ a telegrapher to attend machines which automatically transmit essential material to and from various locations on the Carrier's property.

The pertinent part of the scope rule reads:

"Operator Mechanical Telegraph Machines used in transmitting or receiving communications of record."

The record before us shows that for many years telegraphers in "NH" Relay Office transmitted and received communications necessary to the operation of the railroad, first by Morse telegraph and later by mechanical telegraph machines requiring manipulation to produce a coded tape. The source of this material was paper prepared, by one means or another, by clerical employees. The clerks delivered such material to be transmitted to the telegraphers.

Effective September 27, 1963, the Carrier changed its method of handling the material so that thereafter, instead of delivering the paper - now in the form of punched cards - to telegraphers, the clerks simply placed the cards in a new machine which automatically transmitted the intelligence to other locations where another machine of the same kind received the information and translated it to punched card form.

At the same time several telegrapher positions in "NH" office were abolished.

The complaining telegraphers equate, in effect, the placing of cards in the machine and taking them from another, with operation of a mechanical telegraph machine. On this premise they contend that the above quoted language of their scope rule is being violated. The question for decision, therefore, is whether clerks are operating mechanical telegraph machines. If they are, the agreement is being violated as charged.

We have carefully considered the record before us, as well as numerous awards dealing with problems arising from use of automatic and semi-automatic devices which transmit and receive communications.

From these considerations we conclude that, assuming the equipment involved to be "Mechanical Telegraph Machines", the issue is narrowed to whether the clerks, by placing cards in the receptacles provided and taking cards from those receptacles, are "operating" the machines within the contemplation of the parties to the telegraphers' agreement when they agreed to the language in question.

Logic compels us to decide that they are not so operating the machines. Placing cards in a hopper is no different, we think, than placing a written consist or switch list on the telegrapher's desk so the telegrapher can transmit it. Obviously, the telegraphers were thinking of manipulating whatever controls were necessary to cause a mechanical telegraph machine to transmit or receive, when they negotiated for operation of Mechanical Telegraph Machines.

No such manipulation is involved here. The machine operates automatically. Automation, not clerks, has deprived the telegraphers of their jobs. And their agreement does not protect them from the effects of automation. Their agreement merely provides that if Mechanical Telegraph Machines are operated by someone, that someone will be a telegrapher.

For the foregoing reasons, we cannot find a violation of the agreement, and the claim must be denied.

Since this finding adequately disposes of the dispute other contentions and arguments need not be specifically discussed. They have been considered, but do not require any modification of our reasoning and conclusions.

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The Clerks' Organization was notified of the pending dispute and was given an opportunity to be heard, therefore the mandate of the U. S. Supreme Court in Transportation-Communication Employees Union v. Union Pacific Railroad Co., 385 U.S. 157, has been met.

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 Agreement 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:

G. A. Kilken
Executive Secretary

Dated at Chicago, Illinois, this 15th day of September 1972.