

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Arthur M. Millard, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
THE CHICAGO, ROCK ISLAND AND PACIFIC
RAILWAY COMPANY

THE CHICAGO, ROCK ISLAND AND GULF
RAILWAY COMPANY

(Frank O. Lowden, James E. Gorman, Joseph B. Fleming, Trustees)

STATEMENT OF CLAIM: "It is claimed by the General Committee of the Order of Railroad Telegraphers that: The Chicago, Rock Island and Pacific and the Chicago, Rock Island and Gulf Railways violate the Telegraphers' Agreement when telegrapher-towermen, at sixty-four cents (64¢) per hour, in 'WR' Tower Dalhart, Texas, are required to handle the same class of telegraph business as is handled in 'DA' office, located in the office building a quarter mile away at seventy-six cents (76¢) per hour. The Committee also contends that the three tricks at 'WR' tower should be reclassified and rated at seventy-six cents (76¢) per hour the same as 'DA' office which is located in the same town and in close proximity to the tower, and the incumbents of the three 'WR' tower tricks be paid retroactively from June 6, 1936, the difference between 64¢ per hour and 76¢ per hour."

STATEMENT OF FACTS: The parties jointly certified to the following statement of facts:

"Prior to June 6, 1936, there were three tower-telegraph jobs located in what is known as 'WR' Tower, Dalhart, Texas. The Telegraphers' towermen, incumbents of these jobs, did telegraphing for the Fort Worth and Denver City Railway only as there were no Rock Island wires cut into this office. These jobs are incorporated in the Telegraphers' Contract as straight tower jobs at fifty-six cents (56¢) per hour, but effective December 15, 1932, the Fort Worth and Denver City Railway Telegraph wires were cut into the tower and the jobs reclassified to combination telegraph-tower at a rate of sixty-four cents (64¢) per hour. Effective June 6, 1936, Rock Island wires were looped from 'DA' office to the tower and the towermen-telegraphers required to handle the same class of business as is being handled in 'DA' office."

POSITION OF EMPLOYES: "Prior to January 1, 1932, there existed at Dalhart, Texas, what is known, and recognized in the Telegraphers' Agreement with the Chicago, Rock Island and Pacific and the Chicago, Rock Island and Gulf Railway Company, 15 copies of which are on file with your Division of the Adjustment Board, as tower jobs at a rate of fifty-two (52) cents per hour, three tricks at 'WR' tower. Also there existed from three to five straight telegraph jobs in the office building, known as 'DA' office."

"This point is a terminal and the division superintendent's headquarters, and the telegraphing is very heavy at times, although by fluctuating the number of telegraphers in 'DA' office the business has been handled very satisfactorily."

recognized as worth 64¢ per hour and during the remaining thirteen hours of the day, a portion of their time (it being impossible to accurately estimate the amount) is devoted to handling telegraphing of a character handled by any other telegrapher at stations paying 61¢ to 64¢ per hour and the remainder of their time is devoted to telegraphing for the Rock Island which has been formerly handled in the dispatchers' office at a rate of 76¢ per hour because it was performed in Dalhart 'DA' office.

"In view of the above, we feel the proposed rate of 70¢ per hour offered the employes is ample compensation for the telegrapher-towermen in the tower at Dalhart, Texas, based on the duties and responsibilities required and the provisions of the Telegraphers' Contract."

OPINION OF BOARD: This claim of the General Committee of the Order of Railroad Telegraphers is based upon the alleged violation by the Carrier of the terms of the existing agreement between the parties, effective January 1, 1928, in requiring the telegrapher-towermen in "WR" Tower at Dalhart, Texas, to handle the same class of telegraph business as is handled in the "DA" office in the same town, but at a lesser rate of pay. The claim is further made that, retroactive to June 6, 1936, the three tricks at "WR" Tower be reclassified and rated at 76¢ per hour, the same as the employes are paid in the "DA" office, instead of 64¢ per hour.

The General Committee submits that prior to January 1, 1932, there existed at Dalhart, Texas, three towermen positions at rate of fifty-six cents per hour, and from three to five straight telegrapher positions in the Dispatcher's office, known as "DA" office, rated at seventy-six cents per hour.

About January 1, 1932, the Fort Worth and Denver City Railroad Company, whose tracks cross the Rock Island at this point, arranged with the Rock Island to cut their telegraph wires into "WR" Tower for the purpose of handling all of their telegraph business, including train orders.

In view of the increase of work in the three "WR" Tower positions and the reclassification from straight tower or lever work to include telegraph work, an agreement was reached between the parties to increase the rate of pay of the telegrapher-towermen in "WR" tower from fifty-six to sixty-four cents per hour.

This arrangement was continued until June 6, 1936, when the Carrier looped telegraph wires from "DA" office, located in the office building about a quarter of a mile from "WR" tower, into the "WR" office and began to require the telegraph-levermen or telegraph-towermen to handle the same class of business as is handled in "DA" office, but without any adjustment in their rate of pay. The General Committee contends that when the telegraph wires of the Carrier were cut into "WR" tower and the telegraph-towermen were required to handle the same class of work as is being handled in "DA" office, an automatic reclassification of the positions should have taken place, with a consequent adjustment of the rates of pay to the same basis as accrues to the employes in "DA" office, and cite Article 2 (a) and 3 (a) of the Agreement in support of their contention.

The Carrier submits that due to the seasonal movement of business, the number of telegraphers in the "DA" office fluctuated according to the rise and decline in such seasonal business and that the object of cutting the "DA" wires into the "WR" tower was the utilization of what would otherwise have been idle time of the employes on the "WR" tower.

In connection with the application to this claim of Articles 2 (a) and 3 (a) of the existing agreement between the parties, the Board cannot agree with the General Committee in their interpretation of these Articles.

Article 2 (a) covers the creation of new positions, and is specific in its specifications that the compensation of such new positions "will be fixed in conformity with that of existing positions of similar work and responsibility in the same seniority district."

Insofar as the positions in dispute are concerned, while there was a change in or reclassification of the positions in the "WR" tower when the telegraph wires of the Fort Worth and Denver City Railroad Company were cut into "WR" tower, and at which time a change was made in the designation of the employees and an adjustment made as to an increase in their rate of pay, there was no change made in the character of work or classification of the employees when the wires of the "DA" office were cut into that tower; nor was there any comparable stations in the same seniority district by which to fix or determine any change of rate applicable to the employees concerned in this dispute.

As to the maintenance of the rates of pay as defined in Article 3 (a), while the fact is apparent that the cutting in of the "DA" office increased the work and responsibilities of the employees of "WR" Tower, there was no "entering of employees into existing positions" as no evidence is introduced as to any vacancy to be entered, nor was there any condition introduced which would operate to establish a less favorable rate of pay or condition of employment than had previously been established.

Under these circumstances and this interpretation of the Articles of the Agreement that have been submitted, the Board finds no basis for the application of these Articles to the conditions of this instant claim.

At the same time, inasmuch as the rates paid the employees of "WR" Tower were increased, because of the added work and responsibility involved, at the time when in 1932 the wires of the Fort Worth and Denver City Railroad Company were cut into "WR" Tower, the Board recommends that this claim be remanded to the parties for further conference and consideration as to the proper rates to be applied, both because of the added work and responsibility placed upon the employees of "WR" Tower through the cutting in of the "DA" wires, because the Carrier was enabled through the action taken to make a substantial saving in the operation of "DA" station, and because in the offer of a rate of 70 cents per hour, the Carrier has already recognized the added work and responsibility resting upon the employees of "WR" Tower in the transfer of at least a substantial part of the "DA" station work to the employees of "WR" Tower.

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 Carriers and the Employees involved in this dispute are respectively Carriers 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 claim be remanded for further conference and consideration of the parties in accordance with the last paragraph of the Opinion of the Board.

AWARD

Claim remanded in accordance with last paragraph of the Opinion of the Board.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary.

Dated at Chicago, Illinois, this 2nd day of December, 1937.