

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

PERE MARQUETTE RAILWAY COMPANY

STATEMENT OF CLAIM: "Claim of the General Committee of The Order of Railroad Telegraphers on the Pere Marquette Railway, that; the three positions at Rougemere Yard Office in Detroit, listed in the wage scale of the agreement as First Operator 68¢, Second Operator 68¢ and Third Operator 66¢ per hour, which was the rate negotiated for these positions under the classification existing at that time, and, that; because of a remote control plant having been installed in the office on December 20, 1935, and thereafter the three operators required to operate it in addition to the work performed theretofore, a proper classification should have been applied and a rate in conformity therewith established, viz., 85¢ per hour for each of the three tricks (plus 5¢ per hour increase from August 1, 1937, obtained and applied to all jobs as of that date), and that, all employes working these positions during this interim be retroactively paid the monetary loss sustained account these jobs not properly classified and rated."

COMMITTEE'S STATEMENT OF CLAIM: "Prior to December 20, 1935, three operator positions were maintained in the Rougemere Yard Office in Detroit, and listed in the wage scale of the Telegraphers' Agreement as follows:

First Operator	68¢ per hour
Second Operator	68¢ " "
Third Operator	66¢ " "

"The incumbents of these three jobs were required to handle eight hand thrown switches for which each of the three operators received \$5.00 per month additional pay.

"On December 20, 1935 a remote control plant was installed in the Rougemere Yard Office and these operators required to operate it in addition to the work they performed prior to the installation. These employes by the use of remote control levers in the Yard Office operate an Interlocking Plant at the Michigan Central-Detroit Terminal and Pere Marquette Railroad crossing, also a cross over switch, all of which are located about one mile away. Train movements are controlled over the crossing and cross over by switches and color light signals operated by the operators in the Rougemere Yard Office.

"This remote control operation and the duties and responsibilities in connection therewith created an entirely different classification than that existing at the time the classification and rates of pay of these jobs were negotiated and agreed upon and incorporated in the schedule agreement.

"Prior to December 20, 1935 an Interlocking Plant at the Michigan Avenue crossing was operated by three men located in the plant at the crossing.

When the remote control plant was installed in the Yard Office and put in operation, the three men, who operated the Interlocking Plant at the Michigan Avenue crossing theretofore, with a 60¢ per hour rate of pay each, were dispensed with. By imposing the operation of the Interlocking Plant at the crossing and the cross over upon the operators at Rougemere Yard Office through remote control, and dispensing with the three towermen at the crossing, the company made a saving of \$437.40 per month, or \$5,248.80 per year.

"No change in the classification or rates of pay of the operators in the Rougemere Yard Office was made at the time they started to operate the remote control plant, or since."

CARRIER'S STATEMENT OF FACTS: "On December 16, 1935, the interlocking machine controlling the crossing of the Pere Marquette and Detroit Terminal Railway at Michigan Avenue was moved from Michigan Avenue to the west end of Rougemere Yard, approximately one mile away, and the machine was thereafter handled by the operators already established at the yard. The plant was formerly operated by three levermen who received 60¢ an hour. The Rougemere operators now in charge of the interlocker receive and have received the rate of 68¢ for the 1st and 2nd operator and 66¢ for the 3rd operator as per schedule; plus 5¢ per hour increase effective August 1, 1937, and \$5.00 per month for throwing main track switch. The entire plant is within the yard limits."

POSITIONS: Positions of the parties are omitted in view of the fact that they do not clarify the situation sufficiently to enable the Board to render a decision adjusting the dispute.

OPINION OF BOARD: In view of the conflicting statements made by the parties as shown in their respective submissions, the Board rules that this dispute should be remanded to the parties to jointly develop the facts and to make a further effort to effect a settlement of the dispute, without prejudice to the rights of the parties, or either of them, to re-submit the same in event they shall be unable to do so.

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 the dispute should be remanded to the parties to jointly develop the facts and make further effort to dispose of the case.

AWARD

Claim remanded in accordance with above opinion without prejudice to rights of the parties, or either of them, to resubmit the dispute if not disposed of.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 2nd day of May, 1939.