

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Richard F. Mitchell, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
THE ALTON RAILROAD COMPANY

STATEMENT OF CLAIM: "Claim of the General Committee of The Order of Railroad Telegraphers on The Alton Railroad that the classification of the three positions at Bridgeport Bridge, Chicago, Ill., now classified as Operator-Levermen, be corrected to that of Director-Operator, to conform to the character of duties presently performed and present responsibilities of the positions, and that the rate of pay for these three positions be adjusted to Ninety-Nine (99) Cents per hour, to conform with the rate of pay of similar positions in the same territory."

EMPLOYES' STATEMENT OF FACTS: "An agreement bearing date February 16th, 1929, as to rates of pay and rules of working conditions is in effect between the parties to this dispute.

"The three positions at the Bridgeport Bridge office involved in this dispute, now classified as Operator-Levermen, are covered by the said agreement and are rated at Eighty-Four (84) Cents per hour.

"The duties of these positions now require the incumbents, since November 29th, 1931, to issue train orders to adjacent block offices located on each side of the Bridgeport Bridge office, authorizing train movements against the current of traffic, which is work generally recognized as the work of a Train Director.

"The work of blocking trains and the issuance of train orders was added to these positions November 29th, 1931, and no upward adjustment was made in the rate of pay upon these duties being added to the positions.

"The prevailing rate of pay for Train Directors in the Chicago Territory is Ninety-Nine (99) Cents per hour."

CARRIER'S STATEMENT OF FACTS: "Trains using the Carrier's double-track main line between Pan Handle Crossing and Fort Wayne Junction at 21st St., Chicago, a distance of 3.4 miles, are governed by manual block instructions, which became effective 7:00 A. M., Sunday, November 29th, 1931, there being three offices involved in the operation, one at Fort Wayne Junction, one at Bridgeport Bridge, and one at the Pan Handle Crossing. Regular block sheets are maintained at each office, and a record kept of trains that move over this double track."

POSITION OF EMPLOYES: "The scope rule of the prevailing Telegraphers' Agreement describes the classes of positions embraced by the Agreement in the following terms:

of pay therefor being in effect on this property, and that any change in rate of pay requested by the Employees could be had only by negotiation, and not through appeal to your Board.

"In addition to being the position of the Carrier, as set forth in its opening statement, that this dispute is outside of the jurisdiction of your Board, because it is solely an arbitrary demand for increase in rates of pay, not supported by any schedule rule or agreement, it is the further position of the Carrier that the claim of the Employees is herein proved to be without any merit, because the duties on these positions are not in any respect such as would justify their being classed as Train Directors; that these employees, as concerns the operation of the manual block system, are ordinarily block signal men, and that the Employees' demand is not supported by any practice heretofore established on this property."

OPINION OF BOARD: The facts though included in a joint submission are stated separately by the parties and are in conflict. The employees contend that since Nov. 29, 1931 the employees in the Bridgeport Bridge office have been required to perform work which is generally recognized as the work of a train director; that at the time the Telegraphers' Agreement was last revised, to wit, Feb. 16, 1929, the duties of the three employees at the Bridgeport Bridge office involved in this claim were solely those of operator-levermen, and, accordingly, the positions were so classified. It is claimed that there has been a very material change in the character of the duties and responsibilities of the employees in question because, since the date above mentioned, these employees in addition to handling levers and performing telegraph and telephone service were required on their own authority and responsibility to issue train orders and to handle the manual block system; that, accordingly, the positions at Bridgeport Bridge, now classified as operator-levermen, should be corrected to that of train director.

The carrier contends that the duties these claimants are now performing are in no respect such as would justify their being classified as train directors; that these employees as concerns the operation of the manual block are ordinary block signalmen and that the claim is not supported by any schedule, ruling, agreement, practice, or interpretation thereof.

Nowhere in the Agreement is there any provision for the rate of pay of a train director, and the record shows that no train director is employed on the entire system of the carrier.

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 Adjustment Board has jurisdiction over the dispute involved herein; and

That no violation of the existing Agreement is shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 27th day of May, 1941.