

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers, Pennsylvania Railroad, that under Regulation 8-A-1, of the Telegraphers' Agreement, all positions in Limesdale, Indiana, Tower shall be increased five (5¢) cents per hour effective April 1, 1940.

EMPLOYEES' STATEMENT OF FACTS: Limesdale, Indiana, is a station located on the St. Louis Division forty (40) miles west of Indianapolis and is a junction of The Pennsylvania Railroad and the C. I. & L. Ry. The tracks of the two railroads cross at grade and movements over the crossing are controlled by an electrically operated interlocker.

One (1) Operator-Leverman is employed on each of three (3) tricks, as follows:

Tour of Duty	No. of Employees	Rate of Pay
7:00 A. M. to 3:00 P. M.	1	90¢ per hour.
3:00 P. M. to 11:00 P. M.	1	90¢ per hour.
11:00 P. M. to 7:00 A. M.	1	90¢ per hour.

These Operator-Levermen jointly operate for the Pennsylvania and the C. I. & L. Ry. (Monon), employed by and carried on the payrolls of the Pennsylvania Railroad.

The work performed by the Operator-Levermen for the Pennsylvania Railroad includes the operation of switches (by Remote or Centralized Traffic Control) at Alameda, Marion, Summit, Gibson, and Davis, which points are 3.1, 11.6, 19.5, 24.4 and 33.4 miles respectively from Limesdale; no similar service is performed by these employees for the C. I. & L. Ry.

The work performed by the Operator-Levermen at Limesdale in the operation of the remote control switches was placed in effect in July 1930, following which a request was made by representatives of the Telegraph Department employees that the rate of pay of these employees be increased. This request was granted and the rates increased, effective October 1930, as follows:

1st trick—increased from .7325¢ per hour to .85¢ per hour.
2nd trick—increased from .7125¢ per hour to .85¢ per hour.
3rd trick—increased from .7125¢ per hour to .85¢ per hour.

On May 11, 1939, the C. I. & L. Ry. abolished two positions of Operator at Wallace Junction (14 miles south of Limesdale); and on September 12, 1939 abolished one position of Operator at Greencastle (2.2 miles north of Limesdale). This resulted in additional train orders being handled for the C. I. & L. Ry. by the Operator-Levermen at Limesdale.

mandatory provisions of the Agreement. A failure to reach an agreement in this respect is a failure to reach an agreement to change existing rates of pay and is consequently referable to the National Mediation Board, under Section 5, First (a) of the amended Railway Labor Act.

CONCLUSION: The Carrier has shown that no substantial change occurred in the duties or responsibilities of the Claimants in 1939, within the meaning of Regulation 8-A-1 of the applicable Agreement, and that consequently the Carrier is not required to consider the matter further with the representatives of the Claimants.

Even if the facts in this case justified a finding that the duties or responsibilities of the positions in question had been substantially changed, nevertheless the only remaining obligation of the Carrier would be to enter into negotiations with the employees for the purpose of attempting to agree upon an appropriate rate of pay for those positions, and your Honorable Board would have no power to fix the rate of pay as the Employees request the Board to do in this case.

It is respectfully submitted therefore that the claim in the instant case should be denied by your Honorable Board.

OPINION OF BOARD: The record in this case is incomplete in respect to the increase in work and consequent increase in duties and responsibilities arising from the transfer of duties from 8 abolished positions at two adjoining offices on the Monon Railroad, being limited as it is to a record of increase only in train orders of the Monon Railroad, but the record does not show anything in respect to the volume, character, or changes in work for the Monon Railroad other than train orders nor in respect to the volume, character, or changes in work handled at Limesdale for the Pennsylvania Railroad.

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 the claim is remanded for further handling by the parties in accordance with Regulation 8-A-1 of the Agreement.

AWARD

Claim remanded in accordance with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 5th day of February, 1942.