

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

H. Nathan Swaim, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**THE CHICAGO, ROCK ISLAND AND PACIFIC
RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers, Chicago, Rock Island and Pacific Railway, that the Carrier, when an interlocking plant was installed in the telegraph office at Forrest City, Arkansas, in 1930, having agreed with the Committee, because of the increased duties in connection with said interlocker, to add to each telegraph position in the office $2\frac{1}{2}\text{¢}$ per hour more than the hourly rate stipulated in the current wage scale for those positions, (1) has improperly withheld this $2\frac{1}{2}\text{¢}$ per hour from the agent-telegrapher at Forrest City since the first telegrapher position was discontinued June 16, 1939, the agent reclassified to agent-telegrapher and required to assume the duties of the discontinued position, including manipulation of the interlocker; (2) that the proper hourly rate for this agent-telegrapher since June 16, 1939, is \$1.025, and (3) that employees who have served as agent-telegrapher at Forrest City since June 16, 1939 shall be reimbursed accordingly.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an agreement between The Order of Railroad Telegraphers and The Chicago, Rock Island and Pacific Railway Company, bearing date of January 1, 1928, covering rules of working conditions and rates of pay for those classes of employees enumerated in the scope rule thereof, copies of which have been furnished to the Board.

On page 40 of the Agreement in the wage scale there is shown three telegrapher positions at 66¢ ; one telegrapher-ticket clerk position at 67¢ and supervisory agent position at 95¢ .

Effective January 1, 1930, the carrier installed remote control signal plant governing movement of trains over the crossing of the Rock Island Railway and Missouri-Pacific Railroad at Forrest City, Arkansas. The duties of operating the signals governing the approach to the crossing were imposed on the three telegraphers in the passenger depot. At the insistence of the organization, and to compensate for the added duties and responsibilities placed upon the incumbents, the carrier agreed to add to each of the telegraph positions in the office a differential of $2\frac{1}{2}\text{¢}$ per hour more than the hourly rate stipulated in the agreement for those positions.

This $2\frac{1}{2}\text{¢}$ per hour differential made the rates of the three telegraph positions $68\frac{1}{2}\text{¢}$, leaving the rate of the supervisory agent at 95¢ ,—the telegrapher-ticket clerk position having been previously discontinued.

OPINION OF BOARD: In the schedule of rates of pay set out in the Agreement there was listed for the town of Forrest City, Arkansas, an agent at 95¢ an hour and three telegraphers at 66¢ per hour. Subsequent to the effective date of the Agreement an interlocking plant was installed at said station to be operated by the three telegraphers, and for the increased duties in the operation thereof it was agreed between the parties to add 2½¢ per hour to the stipulated rate for each of the three telegrapher positions. Thereafter, by Mediation Agreement, 5¢ per hour was added to the rate for all positions, making the rate for the Agent \$1.00 per hour and for the three telegraphers 73½¢ per hour.

On June 16, 1939, the position of first trick telegrapher at Forrest City was discontinued and the position of agent was reclassified to that of agent-telegrapher at the rate of pay of \$1.00 per hour, the same rate theretofore drawn by the agent.

The Carrier insists that it had long been the practice when two positions were combined to then pay for the combined positions the higher of the two rates which it had been paying for the two positions.

The petitioner contends that the 2½¢ per hour increase granted to the three telegrapher positions was for the additional duties and responsibilities imposed on the positions by the operation of the interlocking plant and that since the agent-telegrapher was now operating the interlocking plant during the same hours it was formerly operated by one of the telegraphers, the 2½¢ per hour should be added to the \$1.00 per hour rate being paid to the agent-telegrapher. The petitioner says, "It is our firm belief that had the position been reclassified to that of agent-telegrapher, prior to the time the 2½¢ differential was first applied, it would have been given the same consideration as the other two positions."

If this statement were true, it still would give this Division no authority to sustain the claim. It is not the business of this Division to raise rates of pay, even though of the opinion that if the matter had been considered by the parties around the table the raise would have been agreed to. For us to hold otherwise would be to place the Division in the position of making agreements for the parties a matter clearly outside of our jurisdiction.

The facts of this case disclose no violation of the agreement which the parties made.

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 Carrier did not violate the Agreement.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 11th day of June, 1943.