

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE NEW YORK CENTRAL RAILROAD COMPANY

(Line West)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York Central Railroad Company, Line West of Buffalo:

(a) That the duties and responsibilities of the three positions of telegrapher-switchtender at "MN" Edgerton Switch Office were materially increased when, effective March 29, 1947, the duties and responsibilities of relaying all telephone communication service originating at or destined to Mina, Ohio, were added to the three telegrapher-switchtender positions at "MN" Edgerton Switch Office; and

(b) That because of this material increase in the duties and responsibilities of the three positions of telegrapher-switchtender at "MN" Edgerton Switch Office the rates of pay of these three positions shall each be adjusted by increasing the rates from \$1.23 per hour to \$1.38 per hour, effective March 29, 1947, to conform with the rates paid positions of the same class in that seniority district in accordance with the provisions of the Telegraphers' Agreement.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an agreement between the parties bearing effective date of July 1, 1946 as to rules of working conditions and rates of pay effective May 22, 1946 which were increased 15½c an hour on September 1, 1947, copy of which is on file with the Board and by reference is made a part of this Statement of Facts.

Mina, Ohio, 62.2 miles west of Toledo, Ohio; Edgerton, Ohio, 1.7 miles west of Mina; and Edgerton Switch, Ohio, 1.3 miles west of Edgerton are intermediate points on the Toledo Division. Edgerton Switch is the name shown in the Telegraphers' Agreement but is also in the Railroad Time Table as "MN" Signal Station. Edgerton switch is a continuously operated office with Telegrapher-Switchtenders on first, second, and third tricks, all covered by the Telegraphers' Agreement. Edgerton is a freight and passenger station which is open only during the day time. Mina is a continuously operated Coaling Station, Bunk room, and terminal for additional brakemen required on freight trains in the State of Indiana consisting of 70 cars or more. It is also a terminal for all engineers, firemen, conductors, and brakemen on trains A. L. 83, A. L. 87, A. L. 82 and A. L. 86, which are way freights operating between Elkhart, Indiana and Air Line Junction, Ohio. There are no employees at Mina covered by the Telegraphers' Agreement.

At Mina the Carrier maintains a train dispatchers' telephone circuit and also a message telephone circuit, both of which are in constant connection

but the denial of the claim in Award 3945 and the over all philosophy of the Opinion of the Board upholds the carrier's position that the addition of two of three telephone conversations per hour to the duties of the claimants does not change the essential character of such positions and that whatever additional telephone communications may have been attached to such positions since March 29, 1947 are only incidental to their regular duties as telegrapher-switchtenders and, in no way, warrant favorable consideration of request for increase in rates.

CONCLUSION

The carrier has shown that:

1. The number of telephone conversations between "MN" and Mina and between "MN" and the train dispatchers' office at Toledo requires only a minimum amount of claimants' time and does not uphold the claim that work at "MN" was materially increased;
2. The duties and responsibilities of the claimant telegrapher-switchtenders at "MN" have not been changed; they are simply telegrapher switchtenders with consequent duties as such;
3. The phone conversations upon which the instant claimant is based simply make use of what otherwise would be idle of the claimant telegrapher-switchtenders at "MN";
4. Article 20 of the Telegraphers' Agreement in evidence refutes the claim;
5. The carrier could, under the rules, properly establish additional telegrapher-switchtender positions today at any point on Seniority District 5, with the rate of \$1.23 per hour, to perform the same work now being handled by the claimants in "MN", as that rate would be conformity with rate of existing positions of similar work and responsibility in that district;
6. Awards of the Third Division, N.R.A.B. support the carrier's position;
7. The claim is not supported by any schedule rule, agreement or practice, and should be dismissed: if not dismissed, denied.

(Exhibits not reproduced).

OPINION OF BOARD: Edgerton Switch Signal Station is manned by three telegrapher-switchtenders assigned around the clock. These employes are rated at \$1.23 per hour. At Edgerton, a point 1.3 miles east of Edgerton Switch, Carrier maintains a passenger and freight station. At Mina, a point 1.7 miles east of Edgerton, Carrier maintains a coal dock and is also a terminal for additional brakemen used on certain trains moving into Indiana in accordance with legislative requirements of that state. No telegraphers have been stationed at Mina and in August 1946 the Telegraphers' Organization complained of employes other than telegraphers using the telephone at that point to talk to dispatchers at Toledo. The Carrier arranged its telephone system so that such phone messages were relayed to and from Mina through Edgerton Switch Signal Station. The Organization contends that the extra work thus imposed upon the telegrapher-switchtenders at Edgerton Switch entitle them to an increase in their rate of pay in the amount of \$.15 per hour under the provisions of Article 20 (a), (b) and (c), providing:

"(a) When new positions are created compensation will be fixed in conformity with that of existing positions of similar work and responsibility in the same seniority district.

(b) The entering of employes in the positions occupied in the service or changing their classification or work shall not operate to establish a less favorable rate of pay or condition of employment than is herein established.

(c) When the duties and responsibilities of any position are materially increased or decreased, rates of pay may be adjusted by negotia-

tion in conformity with positions of the same class in that seniority district."

The evidence shows that the change in handling resulted in more work for the three telegrapher-switchtenders. The work was very similar to that which they were already performing. We find nothing in the record to indicate that the result was anything more than a small increase in volume. The Organization contends that after the change in handling occurred, the work and responsibility of the three switchtender positions was similar to that of "XD" Relay Office at Toledo, Ohio. The record will not support any such finding. The quantity and importance of the work performed at "XD" Relay Office was far in excess of that performed at Edgerton Switch Signal Station. The added work at the latter point did not change the nature of the work of the positions so as to require an increase in their rates of pay under the provisions of Article 20. We think the record shows that the positions are rated in conformity with positions of similar work and responsibility.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That both parties to this dispute waived oral hearing thereon;

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 31st day of March, 1950.