

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Donald F. McMahon, Referee

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 on The Pennsylvania Railroad:

That the rates of pay of the block operators located in "JO" Interlocking Tower shall be increased by ten (10) cents per hour effective as of April 18, 1949, in accordance with Article 9, Section 1(b) of the applicable Agreement as a result of additional duties and responsibilities having been assigned to the occupants of these positions.

EMPLOYES' STATEMENT OF FACTS: At "JO" Interlocking Station, the force consists of the following employees:

No.	Trick	Occupation	Rate of Pay
1	1st	Block Operator	\$1.765 per hour
1	1st	Leverman	1.606 " "
1	2nd	Block Operator	1.765 " "
1	2nd	Leverman	1.606 " "
1	3rd	Block Operator	1.705 " "
1	3rd	Leverman	1.606 " "

"JO" Block and Interlocking Station is located at Track level at East End Pennsylvania Station, New York, N. Y., and controls train movements between lines 1 and 2 and East End of tracks 5 to 15, inclusive, and works with "C" Block and Interlocking Station in handling movements between lines 1 and 2 on Tracks 16 and 17 and between lines 3 and 4 to tracks 14 and 15. It is maintained and operated by the Pennsylvania Railroad Company and jointly used by the Pennsylvania RR; Long Island RR; Lehigh Valley RR and the New York, New Haven and Hartford RR.

For many years, a direct telephone line between the Train Dispatcher of the New York, New Haven and Hartford Railroad and Pennsylvania Station, with terminations in "40" Office and in "A" Block and Interlocking Station. In its general use for general information pertaining to the movement of New Haven trains for these three officers, the New Haven Train Dispatcher occasionally issued train orders to the Telegrapher at "A" Tower for delivery to New Haven Railroad Trains.

It is respectfully submitted that the National Railroad Adjustment Board, Third Division, is required by the Railway Labor Act to give effect to the said Agreement, which constitutes the applicable Agreement between the parties and to decide the present dispute in accordance therewith.

The Railway Labor Act in Section 3, First, Subsection (i) confers upon the National Railroad Adjustment Board the power to hear and determine disputes growing out of "grievances or out of the interpretation or application of agreements concerning rates of pay, rules and working conditions." The National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the Agreement between the parties to it. To grant the claim of the Employees in this case would require the Board to disregard the Agreement between the parties hereto and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The Carrier has shown that within the meaning of Article IX, Section 1 (a), of the applicable Agreement, the duties or responsibilities of the position of Block Operator at "JO" Interlocking and Block Station have not been substantially changed.

Furthermore, even if the facts in this case justified a finding that the duties or responsibilities of the positions in question had been substantially changed, the only obligation of the Carrier would be to enter into negotiations with the Employees as contemplated by Article IX, Section 1 (b). Said rule clearly does not provide, nor contemplate, that this Honorable Board has the authority to determine that the rate of pay should be increased, or to fix an increase in the rate of pay at 10c per hour, as the Employees request the Board to do in this case.

Therefore, the Carrier respectfully submits that your Honorable Board should deny the claim of the Employees in this matter.

(Exhibits not reproduced).

OPINION OF BOARD: Claim on behalf of the Telegraphers' Organization, is for an increase of ten (10) cents per hour in rate of pay, effective as of April 18, 1949, in accordance with Article 9, Section 1(b) of the applicable agreement between the parties as a result of additional duties and responsibilities having been assigned by the Carrier to the occupants of "JO" interlocking Tower, at the east end of New York Terminal Station, New York City, which has brought about a substantial change in the duties and responsibilities of the operators at said "JO" Tower. The applicable rule is as follows:

ARTICLE IX. MISCELLANEOUS

"Section 1 (b) When the duties or responsibilities of an established position are substantially changed, the rate of pay and/or condition of employment may be changed for such position on the basis of like positions on the same Region as agreed to, in writing, between the duly accredited representative and the proper officer of the Company."

The change in working conditions and responsibilities was brought about by Carrier on April 18, 1949, when it installed an extension telephone on a then existing line into the "JO" Interlocking Tower. Said line being a direct line to train dispatchers of the N. Y. N. H. & H. R. R. at New Haven, Conn. The extension line was installed to accomplish a change in the handling of No. "19" orders, which concern orders for late departure or arrival of New Haven trains. Prior to April 18, 1949, such orders were handled by "A" Interlocking and Block Station, at the extreme west end of the terminal,

and which required the operator at "A" to issue a holding order for the train involved to "JO", then to deliver the orders to the engine and train crew, on foot, and return to "A" Tower and report such delivery to "JO".

Carrier contends such change in the handling of "19" orders, did not require a substantial change in the duties or responsibilities of the "JO" operators.

The Board is of the opinion, from a review of the record, and particularly the check made by Carrier, showing a period of six months following the alleged change, that a total of 15 orders were actually handled or transmitted by such "JO" operators, and therefore we conclude there has been no showing that, as a result of Carrier's action, there has been any change of a substantial nature in the duties and responsibilities of the "JO" operators as alleged, nor has Carrier violated the agreement as alleged.

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 there has been no violation of the current agreement by the Carrier.

AWARD

For reasons as above stated, claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 12th day of June, 1953.