

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Thomas C. Begley, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE GULF, COLORADO & SANTA FE RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Gulf, Colorado & Santa Fe Railway Company, that:

1. The Carrier violated and continues to violate the Agreement between the parties when concurrently with its requirement, beginning approximately in the month of August 1954, that employees covered by the Agreement at Brownwood, Texas, operate CTC equipment and thereafter refused and continues to refuse to adjust their rates of pay to compensate for the added duties and responsibilities incident to the operation of said CTC equipment; and

2. The Carrier shall now make an upward adjustment in the rate of said position at Brownwood, Texas, amounting to 6¢ per hour retroactive to sixty days prior to February 5, 1955.

EMPLOYEES' STATEMENT OF FACTS: An Agreement between the parties bearing effective date of June 1, 1951, is in evidence.

The Carrier constructed a 6.6 mile cut-off route on its Dublin District line between Fort Worth and Brownwood, Texas, and abandoned 8.2 miles of trackage on its original route between the two stations. The original route made it necessary for trains from Fort Worth to back into the station at Brownwood. The new route ties into Carrier's line between Brownwood and Temple, Texas, near Ricker, Texas, approximately four miles east of Brownwood. The new route was placed in service March 29, 1954. The movement of trains over the new route was accomplished by means of train orders handled by telegraphers at Ricker, Texas.

The Carrier installed Centralized Traffic Control equipment and installed a CTC control panel in the telegraph office at Brownwood which was placed in service in August 1954 (exact date unknown to the Employees), and the telegraphers at Brownwood were thereafter required to operate this CTC equipment which controlled the movement of trains over the

All that is contained herein is either known or available to the Employees and their representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: On April 28, 1954, Carrier placed Centralized Traffic Control in operation between Brownwood and Ricker, Texas, a distance of 4.53 miles of main line and 1.33 miles of side track. The control panel for the operation was placed in the telegraph office in the passenger station at Brownwood, Texas, where it is operated by telegraph service employees (Telegrapher-Printer Clerks) under the direction and supervision of the Train Dispatcher.

The Employees contend that added duties and responsibilities were placed on the Telegrapher positions at Brownwood which operated to create new positions to be rated as provided for in Section 6 of Article II and requested an upward adjustment of rates of six cents per hour. Article II, Section 5 and 6 reads as follows:

“Classification — New Positions — Basis of Payment

“Section 5. Where existing payroll classification does not conform to the scope of this Agreement, employees performing service in the classes specified therein shall be classified in accordance therewith.

“Section 6. Except as otherwise provided in Sections 8 and 9 of this Article II, when new positions are created (not reestablished as referred to in Section 7 of this Article II), the rate of pay thereof shall be fixed in conformity with that of existing positions of similar work and responsibility in the same seniority district. This Section 6 applies only in the creation of a new position, that is, one not previously in existence. In applying this Section 6 to the creation of a new road division telephone position, comparison will be made with existing telephone positions on the same seniority district; on road divisions on which there are no existing comparable telephone positions, comparison will be made with existing telegraph positions of otherwise similar work and responsibility in the seniority district, and a rate established for the telephone position two (2) cents less than the rate of the comparable telegraph position.”

The Board finds from the evidence presented in this claim that the added duties to the position of Telegrapher-Printer-Clerks at Brownwood, Texas, did not make this a new position under Section 6 of Article II. Therefore, the Carrier has not violated Section 6 of Article II. From a careful reading of Section 5 of Article II, we can find no violation of that Section by the Carrier. Therefore, this claim will be denied.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois this 13th day of April, 1961.