

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

BOSTON AND MAINE RAILROAD

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Boston & Maine Railroad, that:

Carrier violated the Agreement beginning November 24, 1954, when it installed electrical doors on the Hoosac Tunnel, which were formerly operated by section men, and required the Tower Directors at North Adams Tower, North Adams, Massachusetts, to operate the tunnel doors and failed to adjust the positions of Tower Director by the addition of 50¢ per hour.

EMPLOYEES' STATEMENT OF FACTS: There is located west of Greenfield, Massachusetts, and one mile west of North Adams Signal Tower, one of the most famous railroad tunnels in the country. This tunnel is called the Hoosac Tunnel. Due to the severe weather condition in that area, the Carrier had installed and in operation manually operated tunnel doors to cover the west end of the tunnel, for approximately 50 years. These doors were formerly opened manually by a section man from Section Crew No. 50. The section man turned a crank which operated a winch that activated the doors. The section man on duty was situated in a small shanty at the end of the tunnel and was notified by means of a telephone by the Tower Director at North Adams Signal Tower as to when the doors were to be opened or closed.

Effective November 24, 1954, new electrically operated doors were installed. When the new electrically operated doors were installed a remote control board was also installed in the North Adams Tower. The remote control unit consisted of a 6" x 4" x 3" maximum volt 600 Allen Bradley type insulation, which is independent of other controls used by the tower men in their work. With the installation of this remote control mechanism the entire work of handling the operation of the tunnel doors was assigned to the Train Directors at North Adams Tower. Besides the manual operation of the remote control unit the Tower Directors must pay close attention to the complete operation of the new tunnel doors. If the control is not restored to the neutral position after the closed position is operated, it fails to complete the cycle and the motor that activates the doors will burn out and require the calling of track men to operate the doors manually.

schedule applicable, there are no "normal processes" on this property for the adjustment of individual rates under the exception in paragraph (d) of that Article. No claim of inequity as between individual positions is presented. Similarly, the obligation of handling the towers at the tunnel mouth has always devolved on the tower directors with which we are here concerned. It is submitted there is no change or increase in duties which would warrant an upward adjustment in rates of pay. The Statement of Facts will clearly indicate the absence of any increase in duties or responsibilities.

Therefore, the Carrier requests that your Board deny this claim.

(Exhibits not reproduced.)

OPINION OF BOARD: Prior to November 24, 1954, the Tower Director, located at North Adams Signal Tower, which is three-fourths of a mile from the west portal of the Hoosac Tunnel, telephoned the sectionmen when to open and when to close the heavy tunnel doors. The sectionmen opened and closed the doors by turning a crank which operated a winch that activated the doors. The sectionman on duty was in a small shanty at the end of the tunnel.

Effective November 24, 1954, new electrically operated doors were installed. A remote control board was installed at the North Adams Signal Tower and the Tower Director opened and closed the new tunnel doors by operating an electric toggle switch. Sectionmen were no longer needed in this operation.

On January 15, 1957, Petitioner's General Chairman wrote to Carrier's Manager-Labor Relations as follows:

"This is a claim in behalf of Tower Directors at North Adams Tower, North Adams, Massachusetts, for fifty cents per hour on account of handling tunnel doors at North Adams, Hoosac Tunnel, formerly operated by sectionmen.

This is a continuous claim, as the electrical doors were installed November 24, 1954.

I discussed this matter with you during the month of March, 1955, but no set amount was mentioned at that time. You declined any extra compensation for these added duties in your letter to me dated March 9, 1955.

"As stated above these doors were formerly operated by sectionmen and since they have been operated by Tower Directors, considerable savings has accrued, and some of the savings should be passed along to the employees operating these doors, on account of added responsibilities and extra work in operating these doors."

Petitioner urges that the claim is valid because Tower Directors at the North Adams Tower had "added responsibilities and extra work in operating these doors". In its Ex Parte Submission, Petitioner says:

"The operation of the tunnel doors established in 1954 have added a greater responsibility to the Train Directors because of the numerous motor car movements as well as train operations in this territory."

There is no substantive evidence in the record that extra work and responsibilities were added to the duties of the Tower Directors on and after

November 24, 1954. The statement in Petitioner's letter of January 15, 1957, and the allegations in the Ex Parte Submission are mere assertions. They are not evidence of fact. In the absence of such evidence, there is no violation of any Rule in the Agreement. Rule 2 would apply if additional duties were added which would necessitate the creation of a new position. Such a new position would obligate the parties to agree on a rate of pay "in general conformity with those of existing positions of similar duties and responsibilities in the same seniority district". No such new position was created on November 24, 1954, when the Tower Directors began to open and close the tunnel doors by a remote control switch.

Award 5948 is not applicable to the facts of this claim. In that dispute Carrier required telegraphers to operate tunnel ventilating fans. It had not previously been done by telegraphers. Carrier there contended "that the work has been properly given to the telegraphers as an incident to their regular duties". We held that it was "an added responsibility upon the telegraphers—a responsibility never contemplated by the Agreement not permitted by the historical concept of telegraphers' work".

In the dispute at hand the telegraphers had the responsibility of controlling the opening and closing of the tunnel doors before November 24, 1954. They retained their responsibility after that date. Only the manner in which the doors were manipulated was changed. That manner was not such added responsibility.

In the absence of evidence showing that work and responsibilities have been added to the duties of the Tower Directors, the claim becomes a request for an increase in wages. This is clearly contemplated in Petitioner's letter of January 15, 1957 which we previously quoted. Whether the "savings should be passed along to the employes operating these doors" is a matter for collective bargaining which may be initiated only through the procedures prescribed in Section 6 of the Railway Labor Act. We have consistently held that we have no authority to fix rates of pay.

For the reasons herein stated, we conclude that we have no jurisdiction to adjudicate the claim.

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 Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has no jurisdiction over the dispute involved herein.

AWARD

Claim is dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of March 1964.