



Award No. 16806
Docket No. TE-16178

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Pennsylvania Railroad, that:

Retroactive to June 10, 1960, a substantial increase in the rate of pay be applied to Hughart Block Station in accordance with Rule 8-A-1(c).

EMPLOYEES' STATEMENT OF FACTS: Claimants are the occupants of what are listed in the Agreement between the parties as Block Operator positions located at Hughart Block Station, Grand Rapids, Michigan. Those positions are maintained on all three shifts, seven days weekly. Three regularly assigned Block Operators, with varying rest-day assignments, and one regularly assigned relief Block Operator are assigned to those positions.

The Agreement between the parties, effective September 1, 1949, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

Among the provisions of the Agreement applicable to this dispute are the following:

"SCOPE

The provisions set forth in this Agreement shall constitute separate Agreements between The Pennsylvania Railroad Company and its employees, and the Baltimore and Eastern Railroad Company and its employees, of the classifications set forth below, represented by The Order of Railroad Telegraphers, and shall govern the hours of service, working conditions and rates of pay of the respective positions and employees classified herein.

**The Pennsylvania Railroad
Company**

**Group 1. Station Agents and
Asst. Agents classified herein.**

**Baltimore & Eastern Railroad
Company**

**Station Agents and Assistant
Agents classified herein.**

Under date of May 11, 1965, the General Chairman rejected the Manager's decision, outlined his reasons therefor, and asked the Manager to again review the matter and advise. The Manager again reviewed the case and on July 19, 1965, reaffirmed his previous decision. Copies of the General Chairman's letter of May 11, 1965, and the Manager's letter of July 19, 1965, are attached as Exhibits D and E, respectively.

Therefore, so far as the Carrier is able to anticipate the basis of this claim, the question to be decided is whether there has been a substantial change in the duties and responsibilities of the Block Operators at Hughart Block Station since the last rate increase was negotiated in 1959, requiring an increase in the rates of pay of these Employees.

(Exhibits not reproduced.)

OPINION OF BOARD: Employees request a substantial increase in the rate of pay at Hughart Block Station in accordance with the provisions of Regulation 8-A-1(c) which reads as follows:

"When the duties or responsibilities of an established Group 2 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 parties are in agreement that this Board does not have the authority to set rates of pay and that under the above Regulation the Board may only make a determination of whether or not the duties and responsibilities have been changed substantially so as to require the parties to negotiate a proper rate in accord with the Regulation. The burden of showing such a substantial change, of course, rests with Petitioner.

The record before us indicates that the parties, on June 8, 1953 negotiated an increase of 5 cents per hour retroactive to October 1, 1949 and which adjustment was predicated upon a substantial change in duties and responsibilities incident to the closing of "GN" office. Subsequently, on February 20, 1958 an additional adjustment of 5 cents per hour was negotiated. These two adjustments were in addition to general wage increases that were granted. These two adjustments must be presumed to have settled any dispute about rates of pay arising out of circumstances occurring prior to February 20, 1958. (Award 14245.)

The record further shows that the Employees' request for the increase that is the subject of this docket had its inception on June 10, 1960. The record also shows that much of the argument advanced by the Employees as support for the increase now requested is predicated upon the closing of "GN" office on July 1, 1960, an occurrence subsequent to the filing of the claim. Since the claim arose on June 10, 1960, we can only be concerned with conditions as of that date. (Award 14094.) We cannot be concerned with developments subsequent to that date.

In light of the foregoing our determination must rest entirely upon a showing of substantial change in duties and/or responsibilities occurring in the time interval from February 20, 1958 to June 10, 1960. The record does not show any such substantial changes in this period of time and it necessarily follows the claim must be denied.

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

That the parties waived oral hearing;

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 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 22nd day of November 1968.