

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Richard F. Mitchell, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE ALTON RAILROAD COMPANY

STATEMENT OF CLAIM: "Claim of the General Committee of The Order of Railroad Telegraphers on The Alton Railroad, that the hourly rates of pay of three operator-clerk positions at Bloomington 'BN' Telegraph Office be increased five (5) cents per hour effective June 22nd, 1940, account duties and responsibilities created by the installation of a remote control manual block system which they are required to operate commencing that date."

EMPLOYEES' STATEMENT OF FACTS: "An agreement bearing date February 16th, 1929, as to rates of pay and rules of working conditions is in effect between the parties to this dispute.

"The three positions of operator-clerk in the Bloomington 'BN' telegraph office involved in this dispute are covered by said agreement and at the hourly rate of 77 cents.

"The three positions are controlled by the Alton Railroad and require the joint performance of work for the Peoria & Eastern and the Nickel Plate Railroads.

"Prior to June 22nd, 1940, the incumbents performed only manual block service by telegraph for the Peoria & Eastern Railroad with the adjoining manual block office on the East and West of the Bloomington 'BN' office.

"Effective June 22nd, 1940, a remote control manual block electrically operated machine was installed in the Bloomington 'BN' telegraph office by the Peoria & Eastern Railway controlling color light block signals at Costin approximately 800 feet west of 'BN' office and at Signal 167-1 approximately 3000 feet west of 'BN' office within the territory of the manual block west of 'BN' office.

"The duties and responsibilities of the operation of the newly installed remote control manual block machine were added to the work of the three operator-clerks in the Bloomington 'BN' office thereby automatically changing the classification of their positions from operator-clerk to remote control manual block operator positions which classification carries a higher rate of pay.

"Due to the change in classification of these positions requiring additional duties and responsibilities request is made for an upward adjustment of 5 cents per hour on each of the three positions effective with the date of the reclassification."

CARRIER'S STATEMENT OF FACTS: "Effective June 22nd, 1940, the Peoria & Eastern Railway, which crosses the Alton Railroad at Bloomington,

subsequent to the installation of centralized traffic control were made by negotiation, since there is no rule or other provision in the agreement upon which request for adjustment could be based.

"The Carrier maintains that the installation of these signals did not increase the duties or responsibility of the operators at 'BN' Office. The territory, Danvers to Bloomington, is still operated as telegraph block signal territory, and these employes are still manual block operators. The definition of a centralized traffic control system is 'A term applied to a system of railroad operation by means of which the movement of trains over routes and thru blocks on a designated section of track or tracks is directed by signals controlled from a designated point without requiring the use of train orders and without superiority of trains.' There is no similarity between a centralized traffic control system and a telegraph block signal system, such as is in effect on the Peoria & Eastern Railway, and of which 'BN' Office is a part.

"The operation of color light Signal 167-1, located 3047 feet west of 'BN' Office, is all that can be involved in the Employes' demand. As has been stated in the foregoing, this signal is within sight of the operators at 'BN' Office, and as to distance from the office, its operation is essentially no different than the operation of distant or approach signals at interlocking plants, which are usually located 5000 feet and up to 8700 feet from the operating tower. If the Carrier was compelled to grant an increase in rates of pay on the positions at 'BN' Office, because of the operation of a signal about 3000 feet distant from that office, it would probably follow that demand would be made for an increase in rates of pay of levermen or operator-levermen at interlocking plants, because of the operation of distant or approach signals, located 5000 feet or more from the tower.

"In addition to it being the position of the Carrier that your Board is without jurisdiction in this dispute, because of the claim being an arbitrary demand for increase in rates of pay, not supported by any schedule rule, agreement or practice, it is also the position of the Carrier that the claim is without merit, in that the duties and responsibility of the Operators at 'BN' Office have not been changed, and that with respect to the operation between Danvers and 'BN' Office, they are simply block operators in telegraph block signal territory."

OPINION OF BOARD: Although this is a joint submission, all of the material facts are in dispute. The three positions involved are listed in the prevailing Telegraphers' Agreement as operator-clerks and are located at the crossing of the Alton and P. & E. railroads at Bloomington, Ill.

On or about June 22, 1940 a new signal was installed near the west end of Costin siding, located approximately three thousand feet west of the BN office.

It is the position of the employes that this change resulted in the installation of "a remote control manual block electrically operated machine" and that there are additional duties and responsibilities which automatically change the classification of the operator's position from operator-clerk to remote control manual block operator position, which classification carries a higher rate of pay; that, by reason of the operation of the newly installed equipment, it is comparable with the change made at South Joliet where this carrier increased the rate of pay 5 cents per hour; and that claimants are entitled to the same increase in rate of pay.

It is the position of the carrier that the Board is without jurisdiction in this dispute because the claim is an arbitrary demand for an increase in rate of pay not supported by any schedule rule, agreement, or practice; that the changes in the Bloomington station are not comparable with the changes made at South Joliet where the pay was increased. The carrier also maintains that the installation of these signals did not increase the duties or the responsibilities of the operator at the BN office.

In view of the conflicting statements made by the parties as shown in their respective submissions, the Board rules that this dispute should be remanded to the parties to develop jointly the facts and to make a further effort to effect a settlement of the dispute without prejudice to the rights of the parties or either of them to resubmit the same in the event that they are unable to agree.

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 this case should be remanded to the parties to develop jointly the facts and make further effort to dispose of same.

AWARD

Claim remanded in accordance with above Opinion without prejudice to the rights of either party to resubmit the dispute in event of failure to reach an agreement.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 27th day of May, 1941.