

Award No. 7083
Docket No. TE-7026

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Dudley E. Whiting, Referee

PARTIES TO DISPUTE:

**THE ORDER OF RAILROAD TELEGRAPHERS
GULF, MOBILE & OHIO RAILROAD COMPANY
(Eastern-Western Divisions)**

STATEMENT OF CLAIM: Claim of the General Committee of the Order of Railroad Telegraphers on the Gulf, Mobile and Ohio Railroad (Eastern-Western Division), that the hourly rates of pay of the three Operator-Levermen Positions at Corwith Tower, (Glenn) Illinois, be increased twelve (12) cents per hour effective October 10, 1951, account increased duties and responsibilities created by the installation of a remote control unit with power operated switches and absolute Color-Position Light signals governing the movement of trains using Crossover No. 45 and the trailing point switch leading into Glenn Yards, Illinois, which they are required to operate commencing that date.

STATEMENT OF FACTS: The facts in this case are briefly summarized as follows: There is an interlocking tower at or near Glenn, Illinois, Known as Corwith Tower. This tower is adjacent to the Glenn Yards, and governs the entrance and departure of trains using the yard.

On October 10, 1951, a remote control or CTC type machine was installed at Corwith Tower to handle movements over No. "45" Crossover. This crossover is one-fourth mile north of Glenn Yard Office, and practically at the north end of the Yard, where trains come into the Yard from the north and leave from there going north. The Crossover is also about three miles south of Corwith Tower on the G.M.&O. tracks. The duties and responsibilities of operating this machine were imposed upon the employees at Corwith Tower. No adjustment in the rates of pay for these employees was made by Carrier.

General Order No. 38, putting this new installation into effect is quoted for your information:

**"GULF, MOBILE AND OHIO RAILROAD COMPANY
The Alton Route
Office of the Superintendent—Chicago Terminal**

October 10, 1951
Chicago, Ill.

GENERAL ORDER NO. 38

TO ALL CONCERNED:

Effective 12:01 P.M., Wednesday, October 10th, 1951, an interlocking Plant with power-operated switches will be placed in service

[955]

We would like to emphasize that here the Board applied the rule when a substantial part of the duties, namely, telegraph duties, were abolished and the positions that formerly were Operator-Levermen positions were in fact reclassified to Levermen positions.

In the instant case the Employees are endeavoring to extend the application of Rule 15 to require additional compensation to positions that are not reclassified but some slight additional duties of the same kind or character are added, notwithstanding that the over-all duties have been materially decreased.

There is no provision in the Agreement that provides for an increase in the rate of pay under the conditions set forth above.

Certainly by the addition of the small control panel, which is electrically powered, in Corwith Tower, the Employees cannot successfully contend that thereby the Operator Levermen's positions have been reclassified from that of Operator-Leverman to a new classification of "Remote Control Operator".

This Carrier emphatically denies that the positions of Operator-Levermen in Corwith Tower have been changed to that of any other classification. The duties and responsibilities of said levermen have not been changed or increased in any measure that would justify the application of Rule 15, or any other rule.

Attention is directed to Third Division Award No. 6230, wherein the Board said, in part:

"* * * therefore, we concluded 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."

The Board's attention is also directed to Third Division Award No. 1437 between the Employees and the former Alton Railroad Company, now the G.M. & O. In this case an attempt was made to have the Board agree that a new classification should be established as Director-Operator in lieu of Operator-Leverman. For the information of the Board, Bridgeport Bridge is the next tower on the G.M. & O. between Corwith Tower and the Chicago Union Depot. In Award 1437, this Board said, in part:

"Nowhere in the Agreement is there any provision for the rate of pay of a train director, and the record shows that no train director is employed on the entire system of the carrier.

Since this Board is without authority to grant increase in rates of pay; and,

Since there is no showing that Rule 15 has been violated, the claim must be denied.

This dispute has been handled by the Carrier in accordance with the provisions of the Railway Labor Act and the rules of your Board.

(Exhibits not reproduced)

OPINION OF BOARD: It will be noted that the claim requests rate of pay increases for three operator-leverman positions "account increased duties and responsibilities". The agreement contains no provision requiring pay adjustments on that basis and the rule relied upon applies "when new positions are created". There is no contention that the "increased duties and responsibilities" are not properly those of an operator-leverman, so it is obvious that no new position was created. An increase of the work required does not alter the character of the position nor make it a new position.

Moreover it should be noted that the parties made a new agreement effective June 1, 1953 without reclassifying the positions involved or altering the rates of pay.

We have no inherent right to fix rates of pay and since the agreement does not authorize or require a change under the circumstances here shown the claim must 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

The Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 29th day of July, 1955.