Award No. 11056
Docket No. SG-10766

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Pennsylvania Railroad Company:

(a) For an increase in pay for the employes filling the positions of Maintainers T & S and Maintainers T & T due to added duties and responsibilities at locations and since dates, as follows, in accordance with the provisions of Article V, Section 9(a), of the current Signalmen's Agreement.

Position	Headquarters	Since date of —
Maintainer T&S	"Nest", Ernest, Pa.	" " " 12- 2-1956
" "	"Glen", Glen Loch, Pa.	" " " 12- 2-1956
" "	"Downs", Downington, Pa.	" " " 12- 2-1956
" "	"Thorn", Thorndale, Pa.	" " " 12- 2-1956
" "	"Park", Parksburg, Pa.	" " " 12- 2-1956
" "	Lancaster, East of —	" " " 12- 2-1956
" "	"Cork", Lancaster, Pa.	" " " 12- 2-1956
" "	Mt. Joy, Pa.	" " " 12- 2-1956
" "	"Cola", Columbia, Pa.	" " " 12- 2-1956
" "	Columbia, Pa. (A&S Br. East)	" " " 12- 2-1956
" "	Royalton, Pa.	" " " 12- 2-1956
" "	"State", Hbg., Pa. (1st Trick)	" " " 12- 2-1956
" "	"Harris" Hbg., Pa., (1st, 2nd, 3rd)	" " " 12- 2-1956
" "	Rockville, Pa.	" " " 12- 2-1956
" "	"Banks", Marysville, Pa., W. of —	" " " 12- 2-1956
" "	"Day", West Fairview, Pa.	" " " 12- 2-1956
" "	"Lemo", Lemoyne, Pa.	" " " 12- 2-1956
" "	Cly, Pa.	" " " 12- 2-1956
" "	E. B. Hump, Enola (1st Trick)	" " " 1- 2-1957
" "	W. B. Hump, Enola (1st, 2nd, 3rd)	" " " 1- 2-1957
Maintainer T&T	Enola, Pa.	" " " 12-17-1956
" "	"UD", Harrisburg, Pa., (1st Trick)	" " " 12-17-1956
" "	Lancaster, Pa.	" " " 12-17-1956

(b) That all positions cited in part (a) be re-advertised in accordance with Article 4, Section 22(a), Paragraph 5, of the current Signalmen's Agreement. [Carrier's File: System Docket No. 36, Case No. 15363-A]

EMPLOYE'S STATEMENT OF FACTS: Prior to 1945, certain Maintainer T & S positions were assigned the duty of maintaining the Carrier's telephones and telephone wayside equipment in addition to numerous other regular signal maintenance duties that are performed regularly on a signal maintenance territory.

In 1945, due to the fact that these certain Maintainer positions were overburdened with signal maintenance work, which, accordingly, necessitated the assignees to the signal maintenance positions working many hours overtime, the Carrier added additional Maintainer T & T positions to perform exclusively the work of maintaining the telephones and telephone wayside equipment. In effect, the Carrier removed the duty and responsibility of maintaining the telephones and telephone equipment from the certain positions listed in this claim and assigned it to be performed by the newly established Maintainer positions.

This arrangement remained in effect from 1945 until 1956 when the Carrier abolished certain positions and returned the telephone maintenance work to the positions listed in our Statement of Claim. As a result of this action by the Carrier, a formal protest was filed by Local Chairman H. N. Lefever with Superintendent-Personnel H. W. Manning.

The protest was acknowledged by **Superintendent-Personnel Manning** and was denied in a letter to **Local Chairman Lefever** dated **May 2, 1957,** as follows:

> "Your letter of February 22nd docketed the following question for meeting March 13, 1957:
>
> (15363) A — I wish to enter claim for an increase in pay for the employes filling positions of Maintainers T & S and Maintainers T & T due to added duties and responsibilities at locations and since dates, as follows:

"Position	**Headquarters**	**Since date of —**
Maintainer T&S	'Nest', Ernest, Pa.	" " " 12- 2-1956
Maintainer T&S	'Glen', Glen Loch, Pa.	" " " 12- 2-1956
Maintainer T&S	'Downs', Downingtown, Pa.	" " " 12- 2-1956
Maintainer T&S	'Thorn', Thorndale, Pa.	" " " 12- 2-1956
Maintainer T&S	'Park', Parkesburg, Pa.	" " " 12- 2-1956
Maintainer T&S	Lancaster, East of —	" " " 12- 2-1956
Maintainer T&S	'Cork', Lancaster, Pa.	" " " 12- 2-1956
Maintainer T&S	Mt. Joy, Pa.	" " " 12- 2-1956
Maintainer T&S	'Cola', Columbia, Pa.	" " " 12- 2-1956
Maintainer T&S	Columbia, Pa. (A&S Br.East)	" " " 12- 2-1956
Maintainer T&S	Royalton, Pa.	" " " 12- 2-1956
Maintainer T&S	'State', Hbg., Pa., (1st Trick)	" " " 12- 2-1956
Maintainer T&S	'Harris' Hbg., Pa., (1st,2nd,3rd)	" " " 12- 2-1956
Maintainer T&S	Rockville, Pa.	" " " 12- 2-1956
Maintainer T&S	'Banks', Marysville, Pa., W.of —	" " " 12- 2-1956
Maintainer T&S	'Day', West Fairview, Pa.	" " " 12- 2-1956
Maintainer T&S	'Lemo', Lemoyne, Pa.	" " " 12- 2-1956

The Carrier demands strict proof by competent evidence of all facts relied upon by the Employes, with the right to test the same by cross-examination, the right to produce competent evidence in its own behalf at a proper trail of this matter and the establishment of a proper record of all the same.

All data contained herein have been presented to the employes involved or to their duly authorized representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a dispute between The Brotherhood of Railroad Signalmen of America and The Pennsylvania Railroad Company.

The duties of telephone maintenance was eliminated from assignment to maintainers in 1945. In 1956 such work was restored. The Organization contends that this additional work entitled the Claimants to an increase in pay under the Agreement.

> "Section 9 (a) (Effective June 1, 1950) When the duties and responsibilities of an established 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."

We cannot find sufficient evidence in the record to justify a finding of "substantial change".

For the foregoing reason, we find the Agreement was not violated.

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 24th day of January 1963.