

Award No. 13931

Docket No. TE-13045

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)**

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railroad Company, that:

1. Carrier violated and continues to violate the Agreement between the parties when, effective November 21, 1960, it declared abolished the first and second shift "South-end" Leverman positions at Polk Street (Chicago) interlocking plant, added all of the duties of these positions to the incumbents of the first and second shift "North-end" Leverman positions, and refuses to increase rate of pay of the two latter positions commensurate with the substantial increase in duties and responsibilities.

2. Carrier shall be required to increase rates of pay of the first and second shift "North-end" Leverman positions at Polk Street interlocking plant in the amount of 20.8 cents per hour effective November 21, 1960.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective August 1, 1947, as supplemented and amended, is available to your Board and by this reference is made a part hereof as though set out herein word for word.

Polk Street Tower, Chicago, Illinois, contains an interlocker plan machine consisting of 172 electrically locked levers. The frontage (length) of this machine is more than 40 feet. The employees in Polk Street Tower control the movements of all Chicago, Rock Island and Pacific Railroad, Nickel Plate and New York Central Railroad trains operating into, and out of, La Salle Street station, Chicago. Operation of these trains involves movement through an intricate maze of tracks, crossover tracks, etc.

Prior to November 21, 1960, there were employed at this interlocker plant, on the first and second shifts, the following (third shift positions are not involved in this dispute, and therefore, are not shown):

However, without retracting one step from the Carrier's position that the rules are not applicable, should the Board hold that they are applicable it must be pointed out this Board does not have the authority to fix rates. In other words, there is no fixed adjustment specified in Rules 7 and 9 and a finding by the Board that those rules were applicable would not sustain a finding that the arbitrary adjustments contended for by the Organization were in any way required by those rules. Such adjustments could only be set by negotiation, mediation, arbitration, etc. See Awards herein before cited.

The Carrier feels it has shown beyond doubt these claims or requests are without merit any way they are viewed and they should be denied.

OPINION OF BOARD: The substance of this claim is that rates of pay of first and second shift "North-end" Leverman positions should be raised because of an alleged increase in their work load.

Neither the rules nor awards relied on by Petitioner in support of its case are applicable. Rule 7 is not relevant since this plainly is not a situation where employees entered into existing positions, or their classification or work was changed, to establish a rate of pay less favorable than that stipulated in the Agreement. Rule 9 is not determinative inasmuch as no new device controlling train movements was added to any position. Award 3994, which concerns materially different rules than are involved here, and Award 5056 are emphasized by Petitioner but are not in point.

There is no provision in the Agreement for a raise in pay because of an increase in work load, and this Board has no inherent authority to fix rates of pay or otherwise rewrite the parties' Agreement. If the rate fixed by the Agreement or Carrier is not in line with the duties and responsibilities of the position, the proper course is negotiation and resort to the procedures provided for in Section 6 of the Railway Labor Act.

The claim is unsupported by the rules and will 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 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 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 28th day of October 1965.