

Award No. 15160
Docket No. TE-13924

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

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

GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Gulf, Mobile and Ohio Railroad, that:

1. Carrier violated and continues to violate the Agreement between the parties by its failure and refusal to apply the higher rate of the three positions of telegrapher-leverman at "JA" Springfield Illinois to the three positions of telegrapher-leverman at "WR" Ridgely, Illinois, when such positions were consolidated effective August 31, 1960.

2. Carrier shall apply the higher rate of the "JA" Springfield positions to the positions at Ridgely commencing August 31, 1960 (increase the rates of pay at Ridgely 7.6 cents per hour).

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective June 1, 1953, as supplemented and amended, is available to your Board and by this reference is made a part hereof.

Prior to August 30, 1960, there were three Telegrapher positions at "WR" Ridgely. Both offices were located in the corporate limits of the city of Springfield, Illinois.

Effective at 11:00 P. M. on August 30, 1960, coincident with the installation of an automatic interlocker, controlling the GM&O and B&O railroads crossing at "JA" Tower, Carrier abolished the three Telegrapher positions at that point. Effective at the same time, the work performed at the "JA" Tower office was transferred to the office at "WR" Ridgely Tower. Such work consists of the handling of train orders, messages, testing of wires, etc. Also, Carrier moved the train order signal from "JA" Tower to the Tower at "WR" Ridgely, where formerly there was none. Then on July 18, 1962, a teletype machine was put into operation at "WR" Ridgely. As an example of the type messages handled at "WR" Ridgely, quoted below is the first message received at that office on the teletype machine:

Thus, it is plain that the work load at "WR" Ridgely Tower, particularly after the consolidation of the positions at "JA" and "WR," is extremely heavy.

The rate of pay at "JA" Tower, Springfield, was 7.6 cents per hour higher than at "WR" Ridgely Tower, Springfield. Since the work of the abolished positions at "JA" was transferred to and consolidated with the work at "WR" thus consolidating the positions, with some of the transferred work being performed on each of the three shifts at "WR," the General Chairman presented claim to the Superintendent on October 27, 1960 (Please see ORT Exhibit 1), requesting that the rate of pay at "WR" be increased by 7.6 cents per hour to conform with the provisions of Rule 2 (c) of the Agreement. The claim was not allowed.

Thus, the claim here involved was filed and handled in the usual manner up to and including the highest officer of the Carrier and has been declined. Handling on the property is reflected in ORT Exhibits 1 through 6 attached hereto and made a part hereof.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: The Carrier installed automatic interlocking facilities at Springfield, Illinois, and on August 30, 1960, as a result of this installation, the positions of telegraph operator were abolished. Prior to abolishing the positions, the principal duties of these telegraphers were the operation of the manual interlocker. When the automatic interlocker was installed there was no longer any need for their services. The duties of the telegraphers at Ridgely, a point just north of Springfield, remained the same after the installation of the automatic interlocker.

The positions of telegrapher at Springfield were not consolidated with the positions of telegrapher-leverman at Ridgely.

The Agreement between the parties is one effective June 1, 1953. Copy of this Agreement is on file with this Board and by reference made a part of this statement.

OPINION OF BOARD: The record is clear that the claim herein was initiated and progressed to the highest officer of the Carrier designated to handle disputes and denied by that officer on January 24, 1961. The Petitioner's notice of intention to file a submission with this Board is dated October 22, 1962, far in excess of the nine-months' provision of paragraph (c), Section 1, Article V of the National Agreement of August 21, 1954. The record contains no evidence of an agreement to extend the time limit, and under the clear language of the rule the claim is barred and must be dismissed.

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 claim is barred.

AWARD

Claim dismissed.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 20th day of January 1967.