

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

LeRoy A. Rader—Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee, Brotherhood of Railroad Signalmen of America on the Seaboard Air Line Railroad that:

(a) The current Signalmen's Agreement was violated when the Carrier failed to create a Leading Signalman's position in Gang No. 4 while it consisted of nine or more men since on or about April 2, 1952.

(b) The senior qualified Signalmen entitled to the position of Leading Signalman be paid the difference between their compensated rate and what they would have earned as Leading Signalman during the periods the gang consisted of nine or more men. (Carrier's file Sig. 15-3).

EMPLOYES' STATEMENT OF FACTS: The relevant correspondence covering this dispute is reproduced, attached, and identified as Brotherhood's Exhibits "A" through "H".

As shown in the correspondence between the parties, this dispute is whether the Signal Foreman of Gang No. 4 should be included in the consist of the gang in arriving at the number of men in the gang when applying the clause in Rule 3 reading, "A position of leading signalman will be created in signal gangs which consist of nine (9) or more men."

The Carrier holds that the Signal Foreman should not be counted, while the organization holds that the Signal Foreman should be counted in the consist of a gang when applying Rule 3, which in its entirety reads:

"Rule 3. Leading Signalman—A signalman under the direction of a foreman working with and supervising the work of a group of employees in a gang shall be classified as a leading signalman. A position of leading signalman will be created in signal gangs which consist of nine (9) or more men."

As evidenced by the Brotherhood's exhibits, this claim was progressed in the usual manner on the property without securing a satisfactory settlement.

An agreement is in effect between the parties to this dispute, bearing an effective date of October 1, 1951, as to rates of pay and an effective date of November 1, 1951, as to working rules.

ment to hourly rated employes, such rules shall be applicable to signal foremen, excluding time allowed for making reports."

The claim of the Organization is entirely without support under the Agreement rules and should be denied.

Carrier affirmatively states that all data contained herein has been made known to or discussed with Organization representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim alleges the violation of rules of the current Agreement, effective November 1, 1951.

It is contended by Petitioners that Carrier by failing to create the position of a Leading Signalman's position in Gang No. 4 consisting of nine or more men violated the provisions of Rule 3. The question presented is:

Does Rule 3 require that the Foreman, the employe in charge and supervising the work of a signal gang, be counted as a member of the gang in order to determine whether or not an assignment of Leading Signalman shall be added to the consist of the gang?

Rule 3, entitled Leading Signalman, provides:

"A signalman under the direction of a foreman working with and supervising the work of a group of employes in a gang shall be classified as a leading signalman. A position of leading signalman will be created in signal gangs which consist of nine (9) or more men."

Petitioners contend if it were intended by the parties that a position of leading signalman would be created in signal gangs which consist of nine or more men exclusive of the foreman it would have been a simple matter to have said so.

Respondent Carrier states the position taken to be based also on Rule 3, and here also it is stated that had the rule intended to include the position of Foreman in the total consist of a signal gang, it would have been so worded. And it is further contended that it has never been the practice to provide a Leading Signalman with a gang consisting of only nine men, including the Foreman.

Rule 2 is cited and provides:

"Signal Foreman—An employe assigned to direct the work of a gang of leading signalmen, signalmen, assistant signalmen and/or helpers and who is not required to regularly perform any of the work over which he has supervision shall be classified as a signal foreman. He may perform the necessary work to instruct those under his supervision but shall not regularly take the place of another employe."

Apparently the intent is to create a supervisory position in the Signal Foreman position in Rule 2. Under the provisions of Rule 3 a Leading Signalman is defined as an employe working under the direction of a Signal Foreman, who works with and supervises the work of a group of employes in a gang. And Rule 3 further provides that the position of Leading Signalman will be created in signal gangs which consist of nine or more men. This position of Leading Signalman is not empowered by this rule to supervise the work of a Signal Foreman, on the contrary he works under the direction of the Signal Foreman.

We construe the above cited rules to mean that a Signal Foreman is not a member of the gang, the Leading Signalman is a member of the gang. Therefore, the gang in question consisted of eight men and a Signal Foreman. Rule 3 provides in part:

“* * * A position of leading signalman will be created in signal gangs which consist of nine (9) or more men.”

Hence the claims fail.

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 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

Claims denied in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

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