

**Award No. 10216**  
**Docket No. SG-10050**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**  
**(Supplemental)**

**Robert J. Wilson, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA**  
**GRAND TRUNK WESTERN RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Grand Trunk Western Railroad Company:

That Signal Maintainers at Blue Island, Ill., and Trowbridge, Mich., be released from their present duties of supervising Levermen at these towers as the men are now classified as Operator-Levermen. (Carrier's File: 8390-1)

**EMPLOYES' STATEMENT OF FACTS:** Under date of February 15, 1955, an agreement was signed by the Carrier and the General Chairman, effective April 1, 1954, whereby Signal Maintainers were allowed a differential of six to fifteen cents per hour for supervising Crossingmen and/or Levermen who were working in towers on their respective territories. A copy of this agreement is attached hereto and is identified as Brotherhood's Exhibit No. 1.

At the time this agreement was signed, a Circular No. 14, dated February 15, 1955, was sent out to all Maintainers as a result of discussion on the procedure to be followed in the application of the agreement. A copy of this Bulletin is attached hereto and identified as Brotherhood's Exhibit No. 2.

It will be noted that Bulletin No. 14 provides that all supervision and instruction of Crossingmen and Levermen will be under the jurisdiction of the Signal Department; also that the Signal Maintainer will be directly responsible for instructing and supervising the work of Crossingmen and Levermen.

At conferences with the Carrier prior to the adoption of the agreement dated March 24, 1954, effective April 1, 1954, the question of the responsibility for the supervision of Operators was discussed and on May 10, 1954, General Chairman E. H. Reinhard received a letter from Chief Engineer A. N. Laird confirming discussion on the question of such supervision, as follows:

"Referring to conference held in Detroit March 23, 1954 concerning procedure to be followed by Signal Maintainers in connection with their supervision of Crossingmen and/or Levermen, and also referring

"In the absence of some rule which prohibits the Carrier from assigning the duties of bleeding air from cars to the Clerks, we see no basis for sustaining this claim. In making assignments, the Carrier retains all authority not specifically surrendered in the Agreement. We can only interpret the Agreement as it is and treat that which has not been specifically granted to the employees as having been reserved to the Carrier. (Award 2496.)"

The claim of the employees should be denied. First, for lack of jurisdiction in the Board to handle and, secondly, Carrier has not violated any rule of the Working Agreement.

This case has been handled in the usual manner on the property up to and including the highest officer designated to handle claims and grievances, and has been declined.

All data contained herein has been, in substance, presented to the Employees and is a part of the matter in dispute.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The Brotherhood of Railroad Signalmen of America request that the Signal Maintainers at Blue Island, Illinois and Trowbridge, Michigan be released from their present duties as supervising Levermen at these Towers because of a reclassification as Operator Levermen.

Under date of February 15, 1955, a letter of agreement effective as of April 1, 1954, was entered into by the parties. This agreement provided:

"Presently Signal Maintainers by understanding are allowed a 48¢ per hour differential (not exceeding 38.4¢ per day) where required to supervise four or more other than signal department employees in addition to the performance of their regular signal duties. Mr. Bryam informed you in order to dispose of complaint registered by your organization of these carriers offer to increase the differential to Signal Maintainers when required to supervise Crossingmen and/or Levermen so as to provide otherwise as follows:

'Supervising at—One Tower—6¢ per hour  
Supervising at—Two Towers—9¢ per hour  
Supervising at—Three Towers—12¢ per hour  
Supervising at—Four or more—15¢ per hour

"This increased differential to be applicable only to the regular 8 hour work day assignments and to become effective April 1, 1954, upon receipt of your acceptance of this offer.

"This letter is being supplied to you in triplicate with space provided for acceptance. If acceptable to your organization please sign and return two copies which will be considered as an understanding superseding previous understandings on this subject."

By agreement with the Telegraphers in October, 1956, the positions of Levermen at Blue Island and Trowbridge were reclassified as Operator Leverman. The Organization contends that since the positions have been changed,

the working conditions have also been changed and unilaterally and that the agreement has been violated.

The Employees are making no claim for monetary loss and the issue resolves itself as to whether or not the Agreement limits the supervision to Leverman only.

The record shows that Signalman have been assigned the supervisory functions involved in this claim for years. Also that the supervisory functions required of the Claimants subsequent to the reclassification of the Leverman to Operator Leverman are the same as were performed by the Claimants prior to the reclassification.

It is apparent from the record and the agreement itself that the purpose of this agreement was to establish a ratio differential for Signalmen who were assigned to the additional duties of supervision.

It is clearly established by the awards of this Board that it is the prerogative of management to the assignment of work unless there are specific restrictions to the labor agreement. Awards 7369—7362—8201.

The mere reclassification of the Leverman to Operator Leverman does not in the absence of a specific provision in the agreement to the contrary warrant this Board in holding for the Claimant.

In our opinion the letter of agreement does not preclude the Carrier from exercising its prerogative to assign Signal Maintainers to the continuation of the supervisory duties which have been assigned to them.

**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

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 1st day of December 1961.