

Award No. 10238

Docket No. SG-9705

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Walter L. Gray, Referee**

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA**

**CENTRAL OF GEORGIA RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Central of Georgia Railway Company:

(a) That, when certain jobs as Assistant Signal Maintainer were abolished as of January 9, 1956, and other jobs as Signal Maintainer were established without Assistant or Helper, the Carrier violated the agreement, Rules 19 (b), 19 (c), 30 (e), and also that part of the agreement made in a letter from Mr. W. J. Collins, Director of Personnel, of December 6, 1954, in settlement of a claim.

(b) That, effective January 9, 1956, the senior furloughed Assistant Signalmen and/or Helpers, and any other employees who were adversely affected, be paid at their respective rates of pay, for an equal number of straight-time hours and overtime hours as worked by the Signal Maintainers on the following one-man jobs until such time as this violation is corrected: First trick Macon Junction, Oglethorpe, Ga., Americus, Ga., Leesburg, Ga., Ellaville, Ga., Columbus, Ga., Phenix City, Ala., Opelika, Ala., Alexander City, Ala., and Sylacauga, Ala. [Carrier's File SIG 419]

**EMPLOYEES' STATEMENT OF FACTS:** Under date of December 28, 1955, this Carrier's Signal Engineer, W. M. Whitehurst, issued Bulletin No. 71, advising all members of the Signal Department that effective with close of work Friday, January 6, 1956, the positions of Assistant Signal Maintainers with headquarters at the following locations would be abolished:

Macon Junction, Ga.	Columbus, Ga.
Oglethorpe, Ga.	Opelika, Ala.
Americus, Ga.	Alexander City, Ala.
Leesburg, Ga.	Sylacauga, Ala.

Also, in Bulletin No. 71, the Carrier advised that effective at the same time and date positions of Signal Maintainers would be established with headquarters at the following locations:

(b) Carrier has shown that the effective rules agreement was complied with in reducing force, and no exception has ever been taken on the property as to the manner in which this was accomplished.

(c) Carrier has shown that Rules 37, 38, and 39 clearly contemplate that force may be reduced at the discretion of the Carrier.

(d) That what the Employees are asking this Honorable Board to do in fact is to write them a new rule by sustaining their blanket claim and position. It is readily discernible that this is "and all to gain, nothing to lose" claim, and Carrier urges the Board to recognize that fact.

All facts submitted in support of Carrier's position in this case have been presented orally or by correspondence to the Employees or duly authorized representative thereof, and made a part of this dispute.

Carrier, not having seen the Employees' submission in this dispute, reserves the right to present such additional evidence and argument as it deems necessary.

**OPINION OF BOARD:** This is a controversy between the Brotherhood of Railway Signalmen of America and the Central of Georgia Railway Company.

The Organization claims that the provisions of Rules 19 (b) and 19 (c) and 30 (e) of the Agreement between said parties were violated when the Carrier abolished 8 Assistant Signal Maintainers positions effective January 6, 1956 and established two additional Signal Maintainer positions without assistants or helpers.

The Carrier contends that there is nothing in the Agreement that deprives the Carrier of its right to abolish or fail to create positions of Helpers or Assistants when they are not needed to take care of the requirements of the services to be performed.

The Carrier also contends that the claim has not been handled in accordance with Article V, Section 1 (a) of the National Agreement of August 21, 1954, because the Claimants were neither named or readily identifiable.

We have gone through the record very carefully and we have read the various Awards cited by both Organization and Carrier.

We may dispose of one portion of the dispute by holding that this Board has frequently held that Claimants need not be named when they are otherwise identifiable. See Awards 8526; 9205; 9248; 9333 and 9553.

However, the serious question is the violation of the rules complained of. We must hold that the Carrier was not precluded by Rules 19 (b) and (c) from abolishing the Assistant Signalmen positions and we feel that the Carrier was within its right to do so.

Rule (30) is a special rule specifically defining the test to be applied in determining whether an Assistant will be assigned or not. In our opinion this rule is controlling.

It is the opinion of the Board that Rules 19 (b), (c) and 30 (e) and the 1954 Settlement do not restrict the Carrier from abolishing Assistant Signalman positions and assigning Signal Maintainers without Assistants or Helpers. The authority of this Board is limited to the interpretation of the Agreement under consideration. It has no authority to change any rules or regulations but merely to interpret them. Any change in the rules of the agreements will have to be made direct through normal collective bargaining.

It is the opinion of the Board that since the Agreement was not violated the claim must be denied.

**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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of December, 1961.