

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE VIRGINIAN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Virginian Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, especially Rule 703, when it abolished a Signalman position in the Princeton Signal Shop effective June 27, 1958, and subsequently assigned an Assistant Signalman to perform Signalman's work in the Princeton Signal Shop on August 28 and 29, and September 2, 5 and 15, 1958.

(b) The Carrier should now compensate Mr. T. W. Williams for eight hours each day at the Signalman's rate of pay for August 28 and 29, and September 2, 5 and 15, 1958. [Carrier's File: M-1100-34]

EMPLOYEES' STATEMENT OF FACTS: On March 13, 1956, Mr. T. W. Williams was assigned to a Signalman position in the signal shop at Princeton, West Virginia. The position had been created because of extra work due to the installation of the new Centralized Traffic Control system between Princeton and Elmore. While he was on the Signalman position in the signal shop, Mr. Williams worked on the wiring of CTC equipment. Effective at the close of the work day, June 27, 1958, the Carrier abolished that position and Mr. Williams returned to a position in a signal gang.

On various dates after Mr. Williams' signalman position in the Princeton Signal Shop was abolished, the Carrier placed Assistant Maintainer R. C. Jones in the signal shop and allowed him to perform Signalman's work of the type that previously had been performed by Signalman Williams, such as wiring cases, switch machines and the relay boards for the CTC machine. On those dates Mr. Jones was arbitrarily removed from his regular assignment, which was working with the Princeton Signal Maintainer.

On August 28, 29, and September 2, 5 and 15, 1958, Mr. T. W. Williams submitted Forms 605 Rev.-3-23-51 ("Telegraph & Signal Department Daily Work Report to Supt. Telegraph & Signals") on which he claimed pay for eight (8) hours each day at the pro rata Signalman's rate of pay (\$2.456) on the basis that Assistant Maintainer Jones was allowed to perform Signalman's work.

Since this claim is contrary to the provisions of Rule 206 and Supplement No. 9, it should be denied.

OPINION OF BOARD: The position of Signaller in the signal shop was abolished as of June 27, 1958. Claimant had held the position since March 13, 1956, and upon its abolishment he returned to a signal gang job. On the dates involved, Carrier placed an Assistant Maintainer in the shop who assisted in the performance of work similar to that once done by Claimant; i.e., wiring cases, switch machines, and relay boards for a CTC machine.

Claim is based on the premise that the Assistant Maintainer performed work that previously had been assigned to a Signaller in violation of Rule 703, which reads:

"Rule 703.

Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of the rules in this Agreement."

Carrier's defense is predicated upon Paragraphs 9 and 10 of Supplement No. 9 of the Agreement. They provide:

"9. The General Chairman and the representative of the Carrier will assign assistants during their training period to different types of work so they may be given experience in all possible classes of signal work. While in training, changes may be made in assignments without regard to the trainee's rights to assignments under the Signallers' Schedule.

10. The details of procedure of the educational program and any changes thereof deemed necessary will be worked out for the guidance of all concerned by the General Chairman and representative of the Carrier."

Carrier alleges that an agreement was made with the General Chairman of the Organization whereby work here performed by the Assistant Maintainer was in accordance with the training program contemplated by the aforesaid provisions of Supplement No. 9. There is no refutation or denial of Carrier's allegation in the record before the Board. We have no alternative, therefore, other than to find that the work performed by the Assistant Maintainer was done in accordance with an agreed-upon procedure to provide trainees with the necessary experience to qualify for higher-rated jobs, as intended by Supplement No. 9.

Accordingly, the claim is without merit and 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 Employee involved in this dispute are respectively Carrier and Employee 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 27th day of February 1964.