

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arnold Zack, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SEABOARD AIRLINE RAILROAD COMPANY

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

(a) The Carrier violated the current Signalmen's Agreement when it refused to permit Signal Helper L. S. Smith, with headquarters at Zephyrhills, Florida, and working as a Signal Helper in a line-of-road maintenance position, to displace a junior Signal Helper in the Ocala, Florida, Signal Shop when he (Smith) was furloughed. Claimant Smith holds seniority in the Signal Shops and on the System Seniority Rosters. The Brotherhood contends that Claimant Smith should have been allowed to displace the junior Signal Helper in the Ocala Signal Shop as that employee was junior to Claimant Smith and in addition was one of the three junior Signal Helpers in Maintenance on the Supervisor's District in which the Ocala Shop is located.

(b) The Claimant since this claim was initiated has been promoted to a higher position and the question of permitting him to displace the junior Signal Helper in the Ocala Shop is no longer pertinent to this case. However, this Board is asked to render an official interpretation on the current Signalmen's Agreement to determine if the Carrier was correct in this case or if the Brotherhood's contentions are the proper course to follow in future instances similar to the instant case." [Carrier's File: Sig. 15-3; Sig. 1-2; Sig. 15-3]

EMPLOYEES' STATEMENT OF FACTS: This case is before the Board for an interpretation of Rule 30 and other Rules in the current Signalmen's Agreement. The Claimant in this dispute was seeking the right to displace a position in the Helper's class but has since been promoted to a higher position. However, the Brotherhood wishes this Board to rule on the contentions advanced by the Carrier and Brotherhood in order that we may

"When force is reduced or positions abolished, an employee, if not the junior employee of the seniority class, will have the right only to displace a junior employee in the same seniority class from among the three (3) employees with the least seniority rights in such class on either of the supervisor's districts in maintenance and in the construction district, except as provided in Rule 32, and he must exercise such rights of displacement in order to retain seniority rights." (Emphasis added.)

The rule is too clear and positive in its stipulations to permit of the interpretation as contended by the organization. What the organization wants the Board to do is to rewrite the rule to fit its contention, which the Board cannot do. It interprets rules and agreements—it does not revise them.

OPINION OF BOARD: The Carrier maintains two seniority districts. One covers all construction and line-of-road maintenance forces and the other all signal shop employees. On March 5, 1953, L. S. Smith established seniority as a signal helper in the Shop Seniority District in one of the Carrier's three signal shops, at Athens, Georgia. On March 24, 1953, he was assigned a position in the line-of-road seniority district. Smith maintained seniority in both districts. On January 24, 1958 his line of road helper's position was adolished and he sought to displace a junior signal helper in the Shop Seniority District, giving rise to the instant dispute. He subsequently displaced a junior signal helper on the line-of-road seniority district, and the parties now seek an interpretation of the pertinent rules.

The Organization contends that Smith maintained seniority in both districts and on being displaced from his job in one district, had the right to bump into a junior job on the other district. It argues that since the agreement makes no specific provision for displacement of signal shop employees, they must be construed to be maintenance employees as that term is used in Rule 30 and that bumping rights are available for the jobs of the three junior employees regardless of in which seniority district they work. The fact that Rule 27 establishes a separate seniority district for signal shops is valid for filling of vacancies, promotions, and the like, the Organization avers, but not for reductions and it makes reference to the special protection concerning vacancies in signal shops afforded by Rule 43.

The Carrier emphasizes that Rule 27 establishes two separate seniority districts; and that the language of Rule 30 limits its coverage to displacement within the line of road maintenance and construction district. Accordingly Smith had the right to displace one of the three junior employees in that district. There is nothing in the Agreement giving him the right to displace a junior employee in the other district or to bump into one of three junior positions in any combination of these two seniority districts. Only when he has exhausted the bumping opportunities in the district where he was displaced could he then bump into the other seniority district.

In dispute is the right of a displaced employe having seniority in the two districts established by Rule 27 to bump into the district other than the one in which his position was abolished.

It is clear from reading Rule 27 that that provision recognizes that signal shops are to have a separate seniority district. But that differentiation does not relate to procedures for implementing the seniority which it recog-

nizes. Such procedures are set forth in the various provisions following Rule 27.

In Rule 43 separate arrangements are set forth for advertising new positions and vacancies in the signal shop. But elsewhere there is no evidence that employes working in signal shop, or with seniority in signal shop working elsewhere must be treated separately. The language of these rules would appear equally applicable to employes possessing seniority in either or both seniority districts. Thus employes with seniority in both districts are clearly dealt with in the same manner under the other seniority provisions of the agreement. Rules 32 and 42 for instance make reference to displacement procedures of Rule 30 and require that employes, including shop employes, must follow the procedures of that disputed rule. It is argued by the Carrier that Rule 30 is limited in application to employes in the seniority district composed of construction and line-of-road maintenance forces, but other rules require all employes to follow its provisions. The Carrier acknowledges that shop employes are not mentioned in Rule 30 but it has had to read their inclusion into Rule 30 to have any procedure which would cover displacement therein. Its concepts are followed in cases of reduction in signal shops and when an employe with seniority both in line-of-road maintenance and shops has exhausted his bumping rights in the former, and, under its theory, acquires rights in the latter.

Thus we must conclude that the parties have interpreted the provisions of Rule 30 to be equally applicable to maintenance and construction as well as shop seniority districts. This being the case, it therefore follows that the claimant in this case should have been given an opportunity to bump into the three junior positions in class with recognition of his seniority in both districts. We find nothing in the language of Rule 30 which limits him to his displacement opportunities, or which requires him to exhaust displacement rights in one seniority district before exercising them in the other.

If claimant had protected seniority in both districts he had the right to bump a junior employe regardless of in which district he was working. This is consonant with the Carrier's recognition of his right to bump into the district where he had formerly worked and still maintained seniority. There has been nothing cited by the parties to have us believe that he loses seniority in one district when he goes to work in the other. This being the case he should be permitted to return to a position in his former district when his job in the other is abolished. It would be unreasonable to contend that once displaced he can only get into a junior position in which he still has seniority, because it is in another district only by bidding for a vacancy. That would appear contrary to the whole concept of displacement on the basis of job seniority.

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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1965.

CARRIER MEMBERS' DISSENT TO AWARD 13388, DOCKET SG-13195

Referee Arnold Zack

This case involves a dispute concerning the displacement rights under Rule 30 of signal helpers in line of road maintenance (system seniority district) who have also established seniority as signal helper in the signal shops (a separate seniority district).

Briefly summarized, the majority has sustained petitioner's contention that employes holding seniority in the same class (signal helper) in both seniority districts are entitled to displace in either district, rather than exhaust their seniority in the district in which they are working before being permitted to displace in the other.

While this may appear on the surface to be a logical and reasonable interpretation to be applied in such situations, such was not the purpose or intent of Rules 30 and 43. Employes working in maintenance and construction are in the system seniority district, while employes in signal shops hold separate and distinct seniority in the shop seniority district.

Rule 43(b) provides that system men who obtain positions in the signal shops "will establish seniority in the signal shop district from date of assignment and will hold and continue to accumulate seniority on the system roster."

Claimant's signal helper position in the system district was abolished in 1958, which entitled him to displace "a junior employe" as provided in Rule 30. The abolishment affected claimant's employment and 1946 seniority rights in the system district; it had nothing to do with his 1953 seniority as signal helper in the shop district. Thus, by use of the words "a junior employe" in Rule 30, the parties clearly limited claimant's displacement right to junior signal helpers in the system seniority district. By the same token, if claimant had been working in the signal shops when a displacement right accrued to him, this would involve only his 1953 seniority in the shop district and his displacement right would run to an employe junior to claimant in that seniority district.

For the reasons stated, we believe that Award 13388 erroneously extends the displacement rights specified by the parties in Rule 30, and we therefore dissent.

/s/ R. A. DeRossett

/s/ W. F. Euker

/s/ C. H. Manoogian

/s/ G. L. Naylor

/s/ W. M. Roberts