

Award No. 13806
Docket No. SG-13146

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Daniel Kornblum, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company that:

The Carrier violated Rule No. 6 of the Signalmen's Agreement when it assigned K. E. Cheatwood duties which required him to be assisted by a Signalman and compensated him at the Signal Maintainer's rate only. The Carrier be required to pay Signal Maintainer K. E. Cheatwood the difference in compensation that he received as a Signal Maintainer and what he would have received as a Leading Signal Maintainer from January 4, 1960, until April 8, 1960.
[Carrier's File: G-304-12; G-304]

EMPLOYEES' STATEMENT OF FACTS: This claim was progressed on the property by the Organization because the Carrier violated Rule 6 of the Signalmen's Agreement when it assigned one Signal Maintainer to assist another Signal Maintainer without paying either employe the Leading Signal Maintainer's rate of pay.

The claim is on behalf of K. E. Cheatwood, Boyles Yard, for the difference in pay he received as a Signal Maintainer and what he would have received as a Leading Signal Maintainer had the Carrier properly assigned his position as a Leading Signal Maintainer's position. The claim covers a period beginning January 4, 1960, and ending on April 8, 1960, the date the Carrier did establish the position held by Mr. Cheatwood as a Leading Signal Maintainer's job.

The claim is based on the fact that Claimant Cheatwood, while maintaining the Hot Box Detector Recorder located at Boyles Yard, was assisted by a Signal Maintainer in the field.

The claim was initiated by Local Chairman P. E. Brock in a letter dated January 29, 1961, addressed to Supervisor Communications and Signals W. G. Ray. (See Brotherhood's Exhibit No. 1.)

Under date of February 8, 1960, Supervisor Ray addressed a letter of denial to Local Chairman Brock with the following brief explanation:

It will be noted that the claim filed by the Local Chairman and appealed by the General Chairman was based on the contention that Claimant's assignment should be changed from Maintainer to Lead Maintainer. According to President Clark's letter, above referred to, the basis for the claim is that Rule No. 6 was violated when carrier assigned claimant duties which required him to be assisted by a signalman and compensated him at the Signal Maintainer's rate only.

Rule 6, the contractual basis for the employees' claim, reads as follows:

"A signal maintainer assisted by one or more signal maintainers or more than one assistant and/or helper in charge of maintainer's territory or plant. However, the number of employees so supervised shall not exceed a total of five at any time. A maintainer assigned to CTC control machine location will also be classified as leading maintainer."

Attention is called to the fact that the above rule provides: (1) that a signal maintainer assisted by one or more signal maintainers or more than one assistant and/or helper in charge of maintainer's territory or plant, shall be classified as a leading signal maintainer; and (2) a maintainer assigned to a CTC control machine location will also be classified as leading maintainer. No CTC control machine location is involved in the instant case.

There was no signalman, helper or assistant signalman assigned with Claimant to assist him in the maintenance work included in his assignment during the time involved in the instant claim.

The facts show there obviously is no basis for the Local Chairman's contention that it "takes a signalman in the field and also a man on the recorders to make adjustments"; nor for the contention of the General Chairman that claimant's job should be classified as a leading signal maintainer "account Mr. Cheatwood maintaining the office equipment of the hot box recorders located at the Bowl Yard office, Boyles, Alabama, and being assisted by more than one other employee"; nor for the contention made by President Clark in his statement of claim that "The Carrier violated Rule 6 of the Signalmen's agreement when it assigned K. E. Cheatwood duties which required him to be assisted by a signalman and compensated him at the signal maintainer's rate only."

Carrier, therefore, submits the provisions of Rule 6, which the employees contend were violated, do not support the employees' claim in view of the facts involved, for which reason same should be declined.

OPINION OF BOARD: Rule 6 of the Agreement defines a "Leading Signal Maintainer" as follows:

"A signal maintainer assisted by one or more signal maintainers or more than one assistant and/or helper in charge of maintainer's territory or plant. However, the number of employees so supervised shall not exceed a total of five at any time. A maintainer assignen to CTC control machine location will also be classified as leading maintainer."

Under this Rule the Organization contends that Claimant, a Signal Maintainer, is entitled to the lead man's rate of pay in connection with his assignment in 1960 on the Carrier's Hot Box Detector System. It alleges that

during the course of this assignment Claimant was "assisted" by another Signal Maintainer in the field, and, therefore, the assignment comes within the purview of the quoted Rule.

The record simply shows that Claimant's role in this assignment was restricted solely to checking that portion of the Detector System known as the Hot Box Recorder, a machine located on this property at the terminal office in Boyles, Alabama. This device charts the heat indications signaled to it by detector machines located in the field (at the time in question there were three such detector machines in the field). The detectors and recorder are thus necessarily connected by electric circuit. In the assignment in question, the work of Claimant's alleged "assistant" was confined to the detector machine located in his territory.

Without laboring the facts unduly, suffice it to say that because the salient components of this integrated detector system are situated at different locations on the property, in the event of malfunction it is generally the equal and coordinate responsibility of each of the Signal Maintainers involved to check out the affected component of the system lying within his work territory.

In short, absent any indication, as here, that the Signal Maintainer making claim to Leading Signal Maintainer's pay has exercised or has need to exercise the supervisory responsibility which is a normal concomitant of lead man's function, there is no basis for the claim. It may well be that situations will arise in connection with Hot Box System malfunctions where a given Signal Maintainer will actually fulfill the lead man's role and responsibility, even without the designation or assignment as such by the Carrier. C.f., Award 4871 (Shake). But the facts of this dispute do not present such a situation. The claim must, therefore, be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 6th day of August 1965.