

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ERIE-LACKAWANNA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Erie-Lackawanna Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 67, when, on Bulletin No. 4, 1961, dated April 10, 1961, it abolished the position of Leading Signal Maintainer, Signal Section No. 7, Gang No. 41, Huntington, Indiana.

(b) The Carrier now be required to re-establish the position of Leading Signal Maintainer, Signal Section No. 7, Huntington, Indiana, and restore the following signal employees—who were displaced as a result of the abolishment of the Leading Signal Maintainer position at Huntington—to their former positions, and reimburse them for any loss of wages and any expenses incurred as a result of such displacement; claim to continue until the violation complained of has been corrected:

Walter Nicodemus	K. D. Spickelmier
H. J. Pearson	H. E. Summers
D. H. Young	J. R. Hutton
E. M. Davison	E. G. Colwell
R. M. Dinius	K. O. Early
V. R. Weinley	

[Carrier's File: 220.12 Signalman Item 94]

EMPLOYES' STATEMENT OF FACTS: For about thirty years, there had been a signal maintenance force of one Leading Signal Maintainer, one Signal Maintainer, and one Signal Helper, at Huntington, Indiana. On April 16, 1961, this force was changed to one Signal Maintainer and one Assistant Signal Maintainer, as shown by Bulletin No. 4, 1961, dated April 10, 1961, which has been reproduced and attached hereto as Brotherhood's Exhibit No. 1.

“ARTICLE 1. CLASSIFICATION

Rule 3. Leading Signaller, Leading Signaller Maintainer. An employee assigned to work with and direct the work of other employees specified herein shall be classified as a leading signaller or leading signaller maintainer. However, the number of employees so directed shall not exceed four (4) at any time.”

Under the provisions of this rule, it has been general practice on this Carrier to assign a leading signaller or leading signaller maintainer to a gang where at least three (3), but not more than four (4) employees were considered necessary. There are and have been exceptions to this general practice, depending upon the dictates of the work situation and other factors. But, in the instant case, there simply is no necessity nor requirement, either under the provisions of the rules agreement or otherwise, for a position of leading maintainer on the involved section. Carrier has shown this to be so in the record and has further shown that its action was neither arbitrary, capricious nor discriminatory—its decision should, therefore, not be disturbed in accordance with the very dictates of this and the other Boards.

IV. CONCLUSION

Based upon the foregoing facts and authorities cited, Carrier submits that this claim is most emphatically without merit and should be denied in its entirety. Without detracting therefrom or prejudice thereto, Carrier further submits that the claim of the listed claimants for expenses allegedly sustained is not a proper claim under the provisions of Article V of the August 21, 1954 National Agreement, as such a claim is too vague, indefinite and uncertain, and completely lacks in specificity. Carrier knows of no expenses incurred by the claimants and neither the claimants nor Petitioner has at any time shown what expenses, if any, were incurred by the claimants. Carrier repeats that this claim should be dismissed in any event.

OPINION OF BOARD: Petitioner contends that Carrier violated the Signaller's Agreement by abolishing the Leading Signaller Maintainer and Signaller Helper positions and establishing a new position at the same location under a different title.

Management has the right to abolish and rearrange the work of positions, as a general rule, and there is nothing in the applicable Agreement or record that calls for a different result in the present case. The mere fact that two positions have been abolished and a new one created at the same location is not, in and of itself, incompatible with the controlling rules, or even a suspicious circumstance.

What plainly is needed to establish the present claim is additional evidence, specifically, proof that supports Petitioner's assertions that the changes in question were made either “to hurt” Claimant because of his union activities, or, in breach of Rule 67, “for the purpose of reducing the rate of pay or evading the application of the rules of this agreement.” The record is barren of any proof that substantiates those charges, and since the burden of establishing the claim rests with Petitioner, we have no alternative but to deny the claim.

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 28th day of October 1965.