



Award No. 15918
Docket No. SG-15160

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Edward A. Lynch, 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:

(a) The Carrier violated and continues to violate the current Signalmen's Agreement, as amended, especially Rule 68, when it fails to include the classification of either Leading Signalman or Assistant Foreman in the three (3) System Signal Gangs assigned to Foreman B. E. Gaston, J. S. Branson, and W. A. Greer.

(b) The Carrier promptly bulletin and fill positions of either Leading Signalmen or Assistant Foreman in these gangs, in accordance with requirements of the Agreement, and pay the successful applicants of the positions, beginning September 1, 1963, the difference between what they did receive and what they would have received had the positions been assigned properly.

[Carrier's File: G-122-20]

EMPLOYES' STATEMENT OF FACTS: This dispute is a result of Carrier's failure and/or refusal to assign either Leading Signalmen or Assistant Foremen to work in three (3) of its System Signal Gangs, each of which were composed of twelve (12) employees, working under the direction of a Foreman.

During this same period there were at least two (2) System Signal Gangs under the direction and supervision of General System Construction Foreman R. L. Blackwell, and composed of twelve (12) employees each which had Assistant Foremen assigned. They were the gangs to which E. T. Kirk and J. E. Long were assigned as Foremen.

The System Signal Gangs which had neither Assistant Foremen nor Leading Signalmen were the ones of which the Foremen were B. E. Gaston, J. S. Branson, and W. A. Greer.

Your position that Rule 68 has been violated is necessarily based on the contention that the examples contained in the rule were intended as a **mandatory pattern** that must be followed. With this we do not agree, it being our position that the 'examples shown in Rule 68(a) are simply, i.e., examples of what classifications it was agreed a well-balanced gang should consist of with, as the rule clearly provides, variations permitted according to necessity or requirements of the work to be performed.

For the reasons set forth above, the claim here presented is invalid as it is not in accordance with the provisions of the time limit rule. Furthermore, for the reasons also stated above, there has been no violation of the applicable agreement and the claim is, in any event without agreement support and is, therefore, declined.

Yours truly,

/s/ W. S. Scholl
Director of Personnel"

The agreement involved became effective February 16, 1949, and has been revised to October 1, 1950. Copies of the agreement are on file with the Third Division.

OPINION OF BOARD: *This claim is in essence the same as that presented in Award No. 13248 involving the same parties. In Award No. 13248 we found for the defending carrier. We now find Award No. 13248 to be controlling and must deny this 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 31st day of October 1967.

Keenan Printing Co., Chicago, Ill.

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