



Award No. 18693
Docket No. SG-18962

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LEHIGH VALLEY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Lehigh Valley Railroad Company that:

Carrier violated Article VIII, Section 7, of the current Signalmen's Agreement. Carrier abolished the Leading Signal Maintainer's position at Depew, N.Y., replacing it with a signal Helper's position. Mr. Tucker had held the Leading Maintainer's job at the time it was abolished. He had to take the Signal Maintainer's job. At that time there were a Leading Maintainer and a Maintainer's position at Depew, N.Y. Mr. Tucker as a Signal Maintainer has the same responsibility as he had when he was a Leading Maintainer. That is, he is responsible for the maintenance, tests and inspections of signal apparatus and also the supervision of another employe as he had when he was the Leading Maintainer. Therefore, it is our contention that the Carrier violated the Signalmen's Agreement as stated above.

W. H. Tucker be paid, the difference between the Leading Maintainer's rate of pay. Claim is for every day from date of abolishment, January 14, 1969, until this claim is settled.

EMPLOYEES' STATEMENT OF FACTS: There is an agreement between the parties to this dispute bearing an effective date of July 1, 1942, Article VIII, Section 7, of which provides:

"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 rates of pay or evading the application of the rules in this Agreement."

For ten years prior to January 14, 1969, the position then occupied by Claimant W. H. Tucker at Depew, New York had existed as that of a Leading Signal Maintainer which worked with an directed the work of a Signal Maintainer. Effective with the close of work that day, the Carrier discontinued that work force compliment and created a Signal Maintainer and Signal Helper force. The newly created force was paid at reduced rates even though it performed relatively the same class of work as the former force. The pur-

pose of the Leading Signal Maintainer's position and using in its place a position of Signal Maintainer was to reduce the rate of pay.

As evidenced by our attached exhibits Nos. 1 through 11, this dispute has been handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without settlement.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: There is in effect on this property an agreement between Lehigh Valley Railroad Company and The Brotherhood of Railroad Signalmen of America effective July 1, 1942, Revised September 1, 1949 which, by this mention, becomes part of this submission.

Also part of this submission are Carrier's Exhibits "A" through "J-1."

As of January 13, 1969, at Depew, N. Y., on this property, there were two signal department positions:

- 1 — Leading Signal Maintainer
- 1 — Signal Maintainer

The Signal Maintainer above bid for and was assigned to a position of Signal Maintainer at Corfu, N. Y. The vacated position of Signal Maintainer at Depew was advertised but there were no bidders for the position primarily due to a shortage of qualified Signal Maintainers.

There being no signal maintainer to be supervised by claimant, the position of Leading Signal Maintainer was abolished with the close of business January 14, 1969 whereupon claimant exercised seniority to the open signal maintainer position at Depew.

There being no qualified available Signal Maintainer, Carrier employed a new hire as a Signal Helper to assist claimant Signal Maintainer.

Claimant made claim for the different in rate between that of Leading Signal Maintainer and Signal Maintainer.

Basis for the claim is alleged violation of Article III, Section 7 of the current Signalmen's Agreement in that, "Carrier abolished the Leading Signal Maintainer's position at Depew, N. Y., replacing it with a Signal Helper's position."

(Exhibits not reproduced.)

OPINION OF BOARD: On January 13, 1969, at Depew, New York, on this property, there were two Signal Department positions: Leading Signal Maintainer and Signal Maintainer. The former occupant of the Signal Maintainer's position at Depew successfully bid on a Signal Maintainer's position at Corfu, thereby leaving a vacancy at Depew. Carrier established a Signal Helper's position and advertised for bids on the vacated Signal Maintainer's position at Depew. There were no bidders. Thereafter, Carrier abolished the Leading Signal Maintainer's position at Depew (Claimant's former position) and Claimant bid on and was awarded the Signal Maintainer's position.

The Organization contends that Claimant has the same responsibility in his Signal Maintainer's position as he had when he was a Leading Maintainer and that Carrier, therefore, violated Article VIII, Section 7, of the current Signalmen's Agreement which provides that 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 rates of pay or evading the obligation of the rules in this Agreement. Carrier contends that a Leading Signal Maintainer's position requires supervisory duties; that the position of Claimant as Leading Signal Maintainer was no longer necessary at the time of the abolishment of Claimant's position for the reason that there were no longer any forces to be supervised; and that a Signal Maintainer's duties differ materially from the Leading Signal Maintainer's duties.

When Carrier abolished the Leading Maintainer's position, the Maintainer's position was not disturbed and Carrier established the Signal Helper's position. Because of restrictions of Classification Rules Article I, Section 5, 8 and 10 of the Agreement, a helper is precluded from performing relatively the same class of work as is performed by a Leading Maintainer. Therefore, there is no Breach of Article VIII, Section 7, of the Agreement and this Claim will 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 Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934;

This Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

Claim denied.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: E. A. Killeen
Executive Secretary**

Dated at Chicago, Illinois, this 10th day of September 1971.