

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21097
Docket Number SG-21085

Joseph A. Sickles, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western **Trans-**
portation Company:

(a) The carrier violated **and** continues to violate the current Signalmen's **Agreement** bearing effective date of June 1, 1951 particularly rules two (2) and three (3) by working **an Ass't.** Signal Maintainer under the direct supervision of a Leading Signal Maintainer.

(b) Carrier should now be required to pay the signal maintainer rate **of** pay to **Ass't.** signal maintainer who was or **is** used to work directly with and under the **supervision** of the Leading Signal Maintainer, starting 60 days prior to the date of this claim and until this violation is corrected.

(Carrier's file: 79-g-161)

OPINION OF BOARD: After 1972, Carrier made extensive changes in its signal maintainer **positions** and territories. A series of claims, **involving** a variety of issues, have been presented to this Board as a result.

This claim concerns the assignment of a Leading Signal Maintainer and an **Assistant** Signal Maintainer at one territory headquarters, and **assignment** of a Signal Maintainer at another territory headquarters. Claimant **asserts** that **"Signalman" is not used as a generic term in the Agreement**, and that **Carrier's** action **violates Rules 2(d) and 3(a):**

"(d) Leading Signal Maintainer;

A **signalman** assigned to work with and direct the work of **seven** or less signalmen, and assigned to a certain section, shop, or plant, will be classified **as** a leading signal maintainer."

"3. (a) An employe in training for a position of signalman, working with or under the direction of a signalman, will be classified as an assistant signalman or assistant signal maintainer, according to the classification of the man under whom working."

Carrier, in addition to its arguments on the merits, asserts that the claim attempts to split a cause of action and that it is barred by the time limits rule. Because the claim is disposed of on its merits, it is unnecessary to consider the procedural issues.

We are unable to Conclude that Claimant has satisfied the burden of showing a violation. **3(a) désignates an Assistant** Signaller as an **em-**ploye **in** training for a signaller position, working under the direction of a **signaller**. 2(d) defines Leading Signal Maintainer as a **signaller**. A finding that the **parties** intended the conclusion advocated by the **Organiza-**tion would require a **much** stronger showing than presented here, in the face of the cited agreement language.

See Awards 11173, 13233, 13950 and 14131.

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 claim be dismissed for failure of proof.

A W A R D

Claim dismissed.'

NATIONAL RAILROAD **ADJUSTMENT BOARD**
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 14th day of June 1976.