

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
ERIE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim that under the proper application of the Signalmen's Agreement an Assistant Signalman or an Assistant Signal Maintainer in training for position of Signalman or Signal Maintainer must work with and receive such training under the direction of a Signalman or Signal Maintainer.

EMPLOYEES' STATEMENT OF FACTS: There is an agreement in effect bearing effective date of June 1, 1944, between the parties to this dispute. We understand this agreement is on file with this Board and request is made that it be made a part of the record in this dispute.

Employees classified as Assistant Signalmen and Assistant Signal Maintainers are in training for positions of Signalmen or Signal Maintainers and while receiving such training should work with and under the direction of a Signalman or Signal Maintainer. Hereinafter, for the sake of brevity, Assistant Signalmen and Assistant Signal Maintainers will be referred to as Assistants.

Contrary to generally recognized practices and the provisions of the current agreement the Carrier has required Assistants on the New York Division to work with and under the direction of Foremen of Maintainers. While these Assistants are so assigned to work with the Foreman of Maintainers, they perform, among other things, the usual duties performed by Signalmen and Signal Maintainers as prescribed in the "Note" appended to Rule 1 of the current agreement.

Also, while these Assistants work with the Foreman of Maintainers as comprehended in this claim, there are no Signalmen or Signal Maintainers working with the Foreman of Maintainers.

The agreement requires and provides that only Signal Maintainers should be supervised by a Foreman of Maintainers.

The agreement also provides that the Foreman of Maintainers may be required to perform field tests of signal apparatus and equipment with the assistance of a Signalman or Signal Maintainer.

Protest against this violation of the agreement was originally filed with Division Engineer H. J. Weccheider at Jersey City, N. J., under date of August 29, 1944, and has been progressed for correction in the usual manner on the property without reaching a satisfactory settlement.

POSITION OF EMPLOYEES: It is the position of the Brotherhood that the Carrier is not properly complying with the clearly expressed provisions

Carrier it has been the practice to assign an Assistant Signalman to a maintenance section and then at times to use this assistant Signalman to accompany and to work with Foreman of Maintainers. If on any day the Assistant Signalman is required to perform the work of a Signalman he is paid the higher rate in accordance with the note in connection with Rule 5.

It is the position of the Carrier that there is no merit in this claim and that it should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The question raised in this dispute is the interpretation to be given to Article 1, Rule 5, current Agreement (1944) which provides as follows:

"An employee in training for a position of signalman or signal maintainer working under the direction of (but not at all times with) a signalman or signal maintainer shall be classified as an assistant signalman or assistant signal maintainer.

Note: When an assistant signalman or assistant signal maintainer is working alone and doing the work of a signalman or signal maintainer he shall receive the higher rate."

It is evident from the wording of this rule that an assistant signalman or assistant signal maintainer must be working under the direction of a signalman or signal maintainer to be classified as an assistant. If, while working alone, he performs the work of a signalman or signal maintainer, he is entitled to the pay of those positions. In other words, an assistant must get his training from a signalman or signal maintainer. The note attached to the rule precludes an assistant from performing the work of a signalman or signal maintainer except when working alone.

Complaint is here made that assistant signalmen and assistant signal maintainers work with and under the direction of a foreman of maintainers. This is a violation of the rule. We do not doubt that a foreman of maintainers may give general directions to an assistant as to when and where he shall work, but the manner of doing the work must be under the direction of a signalman or signal maintainer under the plain meaning of the rule.

It is clearly the intent of the Agreement that assistants shall be trained by those actually performing work in the field, i.e., signalmen and signal maintainers. Under the applicable agreement, a foreman of maintainers is not regularly required to perform such work and consequently the duty of training assistants is placed elsewhere. It is noteworthy, also, that Article 1, Rule 1 and the Note appended thereto, require a foreman of maintainers to perform field tests of apparatus and equipment with the assistance of a signalman or signal maintainer. We think this specifically eliminates assistants from aiding a foreman of maintainers in performing field tests.

The interpretation contended for by the Signalmen's Organization is the correct one.

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

That both parties to this dispute waived hearing thereon;

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 Article 1, Rule 5, of the current Agreement should be interpreted as stated in the Opinion.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 30th day of June, 1948.