Award No. 4763
Docket No. SG-4601

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Charles S. Connell, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE NEW YORK CENTRAL RAILROAD COMPANY, BUFFALO AND EAST

STATEMENT OF CLAIM: (a) That the agreement between the New York Central Railroad Company, Buffalo and East, and the Brotherhood of Railroad Signalmen of America, dated September 1, 1945, provides that employes who are classified and paid as assistant Maintainers under the provisions of the said agreement must be assigned to work with and under the direction of the Signal Maintainer.

(b) That the agreement between the New York Central Railroad Company, Buffalo and East, and the Brotherhood of Railroad Signalmen of America, dated September 1, 1945, provides that employes who are classified and paid as Assistant Signal Mechanics under the provisions of the said agreement must be assigned to work with and under the direction of the Signal Mechanic.

EMPLOYES STATEMENT OF FACTS: This dispute involves three (3) positions on the Grand Central Terminal classified as Assistant Signal Maintainers. When these positions were established they were advertised and designated on bulletin as "Assistant Signal Maintainer," with stipulated headquarters, rate of pay, hours, territory, regular day off duty, whether regular or permanent, as required by agreement rules.

After the Assistant Signal Maintainers in question were assigned to their respective positions with a specified maintenance territory under the direction of a Signal Maintainer in the manner outlined above, the Carrier at various times took these Assistant Signal Maintainers off their regular assignments as such and assigned them to work in the Signal Gang to perform gang work, and very often off their assigned territory. The Brotherhood protested this method of work schedule as being contrary to the proper application of agreement rules and requested the positions to be re-advertised. Accordingly, on February 28, 1947, the incumbents of the positions were advised by the Carrier that their positions would be abolished effective March 1, 1947, and that they could exercise their displacement rights. The three Assistant Maintainer positions in question were re-advertised on March 1, 1947, with a change in territory which went beyond the jurisdiction and territory of the Signal Maintainers under whose direction these Assistant Maintainers are required by the rules of the agreement to work with and receive their training.

There is an agreement between the parties to this dispute, effective September 1, 1945, governing rates of pay, hours of service, and seniority rights

cally that there was violation of any provision. All of the employees involved in the complaint are maintenance men and all of the work is maintenance work. All of such work is in the same seniority district and is performed by employees having seniority rights on a common roster. Insofar as such work is concerned there is no line of demarkation between the items of work that a Signal Maintainer or Signal Mechanic can perform, and correspondingly there is no distinction between the items of work that an Assistant Signal Maintainer or an Assistant Signal Mechanic may perform. There is no foundation for the claim in the specific terminology of any rule nor is there the slightest technical ground on which the claim can be supported under any rule.

(Exhibits not reproduced).

OPINION OF BOARD: In this dispute the Employes seek an interpretation of certain rules of the effective Agreement and, specifically involved in connection with part (a) of claim are three Assistant Signal Maintainers' positions in Carrier's Grand Central Terminal in New York City. Prior to February 15, 1947, two of the three Assistant Signal Maintainers involved were assigned a territory the limits of which did not extend beyond those of a Signal Maintainer under whose direction they worked. On February 15, 1947 Carrier put into effect a new schedule which extended the territory of all three Assistant Maintainers, positions 43, 46 and 49. The Employes' General Chairman objected to this extension of territory, and the assignment of these positions to work with a Signal gang, and requested that the positions be rebulletined. On March 1, 1947 these three positions were abolished, and on the same day were readvertised with the extended territory, and the former occupants bid in the new assignments.

The Employes contend that Section 9 of the Agreement is controlling and was violated by the action of Carrier, and Section 9 reads as follows:

> "Sec. 9. Assistant Signal Maintainer, Assistant Signal Mechanic: An employe in training for position of Signal Maintainer, Signal Mechanic and assigned to work with and under the direction of a Signal Maintainer or Signal Mechanic."

The Employes argue that Section 9 should be interpreted to mean that Assistant Signal Maintainers shall be assigned to work with and under the direction of one and only one Signal Maintainer, and that Assistant Signal Maintainer shall have a territory assigned that is coextensive with that of the Signal Maintainer. We cannot agree with this contention. Section 9 clearly states that Assistant Signal Maintainers shall be assigned to work with, and under the direction of a Signal Maintainer, and does not state the Signal Maintainer. The Section is devoid of any language which provides that the Assistant must work with and under the direction of one Signal Maintainer or that their territory must be co-extensive. As to the assignment of the positions in question to work with a Signal Gang, the record is clear that during the assignment of these claimants to a gang, they did perform maintenance work in their regularly assigned territory under the direction of a Signal Maintainer, and this action of the Carrier was not a violation of the Agreement.

As for part (b) of the claim, Section 9 likewise clearly states that assistant signal mechanics shall be assigned to work with, and under the direction of a signal mechanic, and does not state the signal mechanic.

This Board is without authority to revise or expand the Agreement between the parties, but must construe and apply agreements as the parties enter into them, and it has no authority to change them to avoid inequitable results. Awards 1248, 2612, 2765, 4259. This Agreement does not restrict the assignment of the employes as set forth in this claim, and it will be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 14th day of March, 1950.