

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Louis Yagoda, Referee**

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**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 by requiring the Leading Signal Maintainer who is assigned at the C.T.C. Control Machine location at Ravenna, Kentucky, to also maintain an entire signal maintenance territory extending from that point.

(b) The senior reduced Signal Maintainer holding seniority on the Eastern Kentucky Division be compensated for the difference in what he earned and what he would have earned on the assignment of Signal Maintainer with headquarters at Ravenna, Kentucky, had that assignment been properly made, and until the assignment is properly made. [Carrier's File: G-304-3, G-304, G-364]

**EMPLOYEES' STATEMENT OF FACTS:** Ravenna, Kentucky, is the C.T.C. control point for the entire centralized traffic control territory on the Eastern Kentucky Division of this Carrier.

At Ravenna, Kentucky, the Carrier has assigned a Leading Signal Maintainer with a Signal Helper to maintain the C.T.C. control machine in addition to the signal maintenance territory which extends from Patio to Pryse, a distance of 32 miles.

The Local Committee of the Brotherhood of Railroad Signalmen contended that the assignment of signal employees at Ravenna, Kentucky, as outlined above, was contrary to the provisions and intent of Rules 5 and 6 of the current Signalmen's Agreement, and accordingly, under date of October 6, 1958, Local Chairman E. E. Gaines filed the following claim with Mr. J. F. Wiseman, Signal Supervisor:

"The Local Committee wishes to call your attention to a violation of the Signalman's Agreement in connection with the assignments of Signal Employees at Ravenna, Ky. which is the C.T.C. control point for the entire C.T.C. territory on the E.K. Division and, also the headquarters point for the Signal Maintenance territory extending from that point.

Carrier submits it is evident that the employees' claim is not supported by the rules of the applicable agreement nor the interpretative practice which has been in effect for years, and should therefore be denied.

For the Board to sustain the claim would be tantamount to adding something new to the rules involved.

**OPINION OF BOARD:** At Ravenna, Kentucky, the Carrier has assigned for some time a leading signal maintainer and a signal helper to a facility wherein there are handled both a C.T.C. Control Machine located therein and a signal maintenance territory extending from that point.

It is claimed by the Petitioner that said assignments are in violation of Rules 5 and 6 of the Signalmen's Agreement in that it is required therein that a signal maintainer be added to the staff of this facility. It is demanded as correction and compliance that the senior reduced signal maintainer holding seniority on the Eastern Kentucky Division be so assigned and be paid for the difference between his earnings during the period of alleged violation and the earnings accruing to him if he had been here employed.

The rules relied on by the Petitioner are:

**"RULE 5—LEADING SIGNALMAN**

A signalman, under the directions and instructions of a foreman or assistant foreman, working with and directing the work of more than one employe. However, the number of employes so directed shall not exceed a total of five at any time."

**"RULE 6—LEADING SIGNAL MAINTAINER**

A signal maintainer assisted by one or more signal maintainers or more than one assistant and/or helper in charge of maintainer's territory or plant. However, the number of employes so supervised shall not exceed a total of five at any time. A maintainer assigned to C.T.C. control machine location will also be classified as leading maintainer."

One part of the claim expresses an objection to "doubling up" on C.T.C. and a signal territory without a signal maintainer.

The record shows that the Leading Signalman position had been in existence for more than ten years prior to the instant claim and had been filled by bulletined announcements during that interval with the specification that the assigned territory included C.T.C. Machine as well as line-of-road. The Carrier states further, without contradiction that in 1956 the territory of the Leading Signal Maintainer was extended to cover additional line-of-road maintenance. The Carrier further cites without contradiction by the Petitioner, seven other points at which there are C.T.C. Machine locations handled by Leading Signal Maintainers which also include territory other than at the point where the machines are located.

There is no showing in the record that during the entire period of these practices, claims similar to the instant one have been progressed by the Petitioner in regard to the subject location or others at which the same condition prevails.

It is apparent from the foregoing that accepted practice supports the Carrier and indicates the acceptance by the Petitioner of the Carrier's understanding of the last sentence of Rule 6 as not preventing the dual responsibility here complained of.

The other part of the claim has to do with the contention of the Petitioner that where there is a leading signal maintainer, there must under the Rules, be also at least one signal maintainer. We do not find Rule 6 to impose such a requirement. The Rule states rather the converse,—that when a condition is present in which a signal maintainer is assisted by one or more signal maintainers or by either/and one or more assistants and helpers, said situation constitutes the responsibilities of a leading signal maintainer. It cannot be read as requiring that the existence of the position of a leading signal maintainer per se compels the assignment to his complement of a signal maintainer.

The record shows here too that the make-up of complements under a Leading Signal Maintainer varies throughout the Carrier's territory. In some instances, such Leading Maintainer has no assistance, in some, one Helper is assigned to work with the Leading Maintainer, and in other instances an Assistant Maintainer works with the Leading Maintainer.

We therefore conclude that the Petitioner's claim is without merit.

**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 22nd day of May 1964.