

Award No. 16941
Docket No. SG-16495

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Herbert J. Mesigh, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Pere Marquette District)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railway Company (Pere Marquette District) that:

(a) Carrier violated and continues to violate the current Signalmen's Agreement, as amended, particularly Rules 101 and 908, when it rearranged signal maintenance territories and placed five Signal Maintainers under the supervision of an employee classified as a Leading Signal Maintainer.

(b) Mr. L. Peruski be paid the difference between his own rate of pay as Leading Signal Maintainer and the rate paid for a Signal Foreman, commencing June 1, 1965, and continuing until this matter is resolved.

(c) Mr. Peruski's title be changed to Signal Foreman.

(Carrier's File: SG-198)

EMPLOYEES' STATEMENT OF FACTS: On June 1, 1965, Carrier consolidated five separate signal maintenance territories, and assigned five Signal Maintainers and one Leading Signal Maintainer to a common headquarters to take care of the combined territories; i.e., what previously had been five separate signal maintenance territories is now one.

The Leading Signal Maintainer was assigned to supervise these five Signal Maintainers, and to prepare their time rolls and other reports which they handled individually when they had their own territories.

As it had been the practice for over seventeen years that a Signal Foreman was the only employee assigned to make time rolls and other reports for a group or gang of employees, the Brotherhood's General Chairman initiated a claim on behalf of the Leading Signal Maintainer on July 24, 1965. The claim was made on the basis Carrier violated the Signalmen's Agreement, particularly Rules 101 and 908, and that the Leading Signal Maintainer should be paid the Signal Foreman rate of pay from June 1, 1965, and his title changed to Signal Foreman.

On June 8, 1965, answer was made to General Chairman Killingbeck's letter of May 13, 1965, such answer being Carrier's Exhibit 7. The basis of such answer was that the February 7, 1965, agreement requires an implementing agreement only when employees are to be transferred across seniority lines. There was clearly no transfer across seniority lines in the situation with regard to the maintainers and the leading man at Detroit. The General Chairman did not handle the matter further on that basis.

However, on May 27, 1965, the General Chairman had addressed another letter to the General Superintendent Signals and Communications — Carrier's Exhibit 8. It will be seen that the General Chairman continued his reference to the February 7, 1965, agreement, but began basing the claim principally on the Foreman rule of the agreement.

Reply was made to the General Chairman's letter of May 27, 1965, on June 8, 1965 — Carrier's Exhibit 9.

On June 15, 1965, the General Chairman wrote the General Superintendent Signals and Communications, asking who will supervise the Leading Maintainer — Carrier's Exhibit 10.

Reply was made to the June 15, 1965, letter on June 22, 1965, indicating there would be no change in the supervision of Leading Maintainer Peruski — Carrier's Exhibit 11.

The General Chairman addressed the General Superintendent Signals and Communication on July 10, 1965 — Carrier's Exhibit 12. Reply was made thereto on July 14, 1965 — Carrier's Exhibit 13.

On July 24, 1965, the General Chairman apparently abandoned the previous contentions and filed new claim with the Supervisor of Signals at Detroit — Carrier's Exhibit 14. The contention was there instituted that inasmuch as the Leading Maintainer began the keeping of time sheet for the five men and himself, it was necessary that the position be changed to Foreman. Reply thereto is Carrier's Exhibit 15.

On August 31, 1965, appeal of the claim filed on July 24, 1965, was made to the General Superintendent Signals and Communications — Carrier's Exhibit 16; and reply of September 27, 1965, is Carrier's Exhibit 17.

On November 6, 1965, further appeal was made to the highest officer — Carrier's Exhibit 18. Reply thereto dated December 14, 1965, is Carrier's Exhibit 19.

The General Chairman subsequent to reply of December 14, 1965, requested conference for discussion of the case, and such conference was held.

The facts having been stated, the Carrier will now proceed to set forth its position.

(Exhibits not reproduced.)

OPINION OF BOARD: Prior to June 1, 1965, Carrier had at Detroit, Michigan, five signal maintainers assigned to small, specific maintenance territories. Claimant was the Leading Signal Maintainer and did necessary signal work on any or all of the five maintainer territories and exercised supervision over the five signal maintainers. Effective June 1, 1965, Carrier changed this system from separate headquarters for the five signalmen to a

common headquarters in Detroit. Claimant continued to remain and supervise the five maintainer positions as Leading Signal Maintainer.

The Employees contend that in addition to supervising five signal maintainers, Claimant also makes their time roll and prepares other reports covering their work, therefore he should be classified as a Signal Foreman and paid the Signal Foreman rate of pay, relying upon Rules 101 and 908 of the Agreement.

Carrier asserts that Rule 103(b) is clearly made to cover the present situation complained of with no restrictive provision that the Leading Signal Maintainer cannot prepare time sheets or other reports; that in Rule 101 the Foreman is wholly supervisory who does not perform the work over which he has supervision; and, that Rule 908 is a reclassification of positions rule which is inapplicable as Claimant has continued as Leading Signal Maintainer on the position prior to and subsequent to the common headquarters being established June 1, 1965.

Upon examination of the rules involved, Rule 101 is applicable in cases of a larger gang where a Foreman is necessary to devote full time to supervision and not perform any of the work of which he has supervision. The rule does not limit the number to be supervised. Rule 103(b) is clearly applicable in the instant dispute wherein Claimant classified as a Leading Signal Maintainer works with and supervises the work of one or more signal maintainers but expressly limited to and not to exceed five (5) at any time. There is no restriction or provision contained therein prohibiting preparation of time sheets or other reports.

We distinguish Award No. 15522 and find that the claim must 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 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 5th day of February 1969.

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