

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20355
Docket Number SG-20197

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Chicago and North Western Transportation
(Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Transportation Company that:

(a) The Carrier violated and continues to violate the current Signalmen's Agreement, in particular Rule 76, when the Carrier abolished the Northwest Crew, headquartered Des Plaines, Ill., and the rebulletined the 4 positions in the Central Crew #1 to avoid evading application of Rule 9 (a) & (b) and Rule 18.

(b) The Carrier now compensate the following employees of the Northwest Crew and the employees who were displaced because of the Carrier violation of said rules and compensate these employees under Rule 20 (a) for every working day from date of violation, same being Wednesday, October 18, 1971:

J. Foote, Frmn.; R. Fawn, Ldr. Sigm.; W. Ramberg, Sigm.;
W. Roberts, Sigm.; P. Knaak, Sigm.; C. Ong, Sig. Mtnr.;
M. Linstead, Sig. Mtnr.; G. Hansen, Sig. Mtnr. /Carrier's
File: 79-8-82/

OPINION OF BOARD: On October 18, 1971, the Carrier abolished a signal gang consisting of a Foreman, a Leading Signalman, and two Signalmen, and it added four Signalmen to another gang. The Employees allege that such action violated the Agreement, particularly Rule 76 which prohibits the abolishment of established positions and the creation of new positions under different titles covering relatively the same class of work, for the purpose of reducing rates of pay or evading application of the rules.

The dispute grew out of a signal repair project between Janesville, Wisconsin and Harvard, Illinois, to which two signal gangs in the Central Seniority district were assigned. One of the gangs, the "Central Crew", was headquartered in camp cars. The other, the "Northwest Crew", was headquartered at DeVal, near Des Plaines, Illinois, and was assigned to a designated territory, pursuant to Rule 9 of the Agreement. At the beginning of the work, the Carrier sent the Northwest Crew to the area and lodged the crew in a motel for two nights. The propriety of this action was questioned by the members of the Northwest Crew who preferred to return to their headquarters daily, and to have the gang begin and end each work day at

headquarters. In contrast, the Carrier wanted the gang to work away from headquarters throughout the work week on full expenses. After unfruitful discussions of these differences by the parties, the Carrier abolished the Northwest Crew and bulletined four Signalmen positions to be added to the Central Crew. The Central Crew, as expanded, then proceeded to work on the same project which had been begun by both the Central and Northwest Crews.

The Employees emphasize, first, that the Carrier did not abolish the Northwest Crew until after the crew members had questioned the propriety of their being worked away from headquarters; and, second, that the new positions were established to perform the same work the Northwest Crew had been performing prior to its abolishment.

Neither of these points are persuasive and we shall deny the claim. Two Signalmen positions in the Northwest Crew were abolished and four Signalmen positions were added to the Central Crew. The title, rates of pay, etc., of the two abolished Signalmen positions are identical to the newly established Signalmen positions in the Central Crew; thus, two of the new signalmen positions in the Central Crew are cancelled out of the case altogether. This narrows the question to whether the two remaining Signalmen positions in the Central Crew were actually doing relatively the same class of work previously assigned to the Foreman and the Leading Signalmen in the Northwest Crew. This, of course, is a fact issue which the Employees must establish by probative evidence of record. However, the Employees have offered no evidence at all to prove this fact, and the Carrier has made no admission which serves in lieu of such evidence. The Employees' emphasis on the sameness of the work before and after the rearrangement has no relevance. The sameness of the work, on which we concur, in no way demonstrates that relatively the same class of work, as performed on a discontinued position, is now being performed on a newly created position with a different title. We shall deny the claim.

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 Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934;

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That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

The Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of August 1974.