

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21097
Docket Number SG-21085

Joseph A. Sickles, Referee

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

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

(a) The carrier violated and continues to violate the current Signalmen's Agreement bearing effective date of June 1, 1951 particularly rules two (2) and three (3) by working an Ass't. Signal Maintainer under the direct supervision of a Leading Signal Maintainer.

(b) Carrier should now be required to pay the signal maintainer rate of pay to Ass't. signal maintainer who was or is used to work directly with and under the supervision of the Leading Signal Maintainer, starting 60 days prior to the date of this claim and until this violation is corrected.

(Carrier's file: 79-8-161)

OPINION OF BOARD: After 1972, Carrier made extensive changes in its signal maintainer positions and territories. A series of claims, involving a variety of issues, have been presented to this Board as a result.

This claim concerns the assignment of a Leading Signal Maintainer and an Assistant Signal Maintainer at one territory headquarters, and assignment of a Signal Maintainer at another territory headquarters. Claimant asserts that "Signalman" is not used as a generic term in the Agreement, and that Carrier's action violates Rules 2(d) and 3(a):

"(d) Leading Signal Maintainer:

A signalman assigned to work with and direct the work of seven or less signalmen, and assigned to a certain section, shop, or plant, will be classified as a leading signal maintainer."

"3. (a) An employee in training for a position of signalman, working with or under the direction of a signalman, will be classified as an assistant signalman or assistant signal maintainer, according to the classification of the man under whom working."

Carrier, in addition to its arguments on the merits, asserts that the claim attempts to split a cause of action and that it is barred by the time limits rule. Because the claim is disposed of on its merits, it is unnecessary to consider the procedural issues.

We are unable to conclude that Claimant has satisfied the burden of showing a violation. 3(a) designates an Assistant Signalman as an employee in training for a signalman position, working under the direction of a signalman. 2(d) defines Leading Signal Maintainer as a signalman. A finding that the parties intended the conclusion advocated by the Organization would require a much stronger showing than presented here, in the face of the cited agreement language.

See Awards 11173, 13233, 13950 and 14131.

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 claim be dismissed for failure of proof.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 14th day of June 1976.