

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22012  
Docket Number SG-22084

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad Company:

On behalf of Assistant Signalman C. W. Conley, who has worked the proper amount of days, and is seeking a Signalman's position, for the difference of a top rate Assistant and a Signalman's rate of pay from September 12, 1975 until C&EI Signalman D. D. Edwards is removed from his C&EI position in the Sedalia, Missouri Signal Shop. (Carrier file: K 225-697)

OPINION OF BOARD: The January 21, 1970 agreement between the Chicago and Eastern Illinois Railroad Company (C&EI) Missouri Pacific (MP) Railroad Company and the Brotherhood of Railroad Signalmen implementing the agreed upon staffing and workload assignments at the Sedalia Shop is the controlling instrument which governs the resolution of this grievance. Accordingly we will eschew reviewing the rationale of the Chicago and Eastern Illinois and Missouri Pacific merger and instead assess and apply the provisions of this agreement to the fact patterns of this case.

The language of this arrangement was to provide a qualified, albeit limited job protection accommodation to a specified number of C&EI Signalmen at the Sedalia Shop. This formula established a maximum complement of C&EI signalmen to wit: two (2) persons at this location rather than a minimal number and was pragmatically synchronized with the workload levels. As such it was never intended to institutionalize a static staffing-workload relationship. In fact, the following sentence from Sec. 2(a) Supra confirms this analysis: "Employees so transferring will have prior rights to regular assignments in the shop at Sedalia in proportion to the amount of C&EI work performed in the shop at Sedalia in a one year period."

Conversely, contrary to claimant's assertion that the agreement required the abolishment of both C&EI positions in response to the recessed economic conditions, we believe this was not the parties intention.

The agreement certainly does not provide anyone with permanent job security. It does on the other hand require the observance of a work force to workload ratio.

The elimination of one (1) of the C&EI Signalman positions represented a measured work force reduction; it was not inconsistent with its contractual obligations under the January 21, 1970 Agreement.

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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

The Agreement was not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: *A. W. Pauls*  
Executive Secretary

Dated at Chicago, Illinois, this 14th day of April 1978.