

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Donald A. Rock, Referee

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA**

**CENTRAL OF GEORGIA RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Central of Georgia Railway Company:

(a) That the Carrier violated the Signalmen's Agreement, particularly Rules 19 (b) and (c), 30 and 64, when on February 15, 1957, the position of Assistant Signal Maintainer at Griffin, Georgia, was abolished and the position of Signal Maintainer was made a one-man job.

(b) That, effective at 4:30 P. M., February 15, 1957, the senior furloughed Assistant Signalman and/or Signal Helper, and any other employe who was adversely affected, be paid at their respective rates of pay for an equal number of straight-time hours and overtime hours as worked by the Signal Maintainer at Griffin, Georgia, until such time as this violation is corrected. [Carrier's File No. SIG-DF, Cy SIG 436.]

**EMPLOYEES' STATEMENT OF FACTS:** Under date of February 11, 1957, Signal Engineer W. M. Whitehurst issued the following letter to all members of the Signal Department:

"Effective with the close of work Friday, February 15, 1957, the following positions are abolished:

Assistant Signalman in Mr. Stewart's crew held by Mr. J. R. Beall.

Assistant Signal Maintainer with headquarters at Griffin.

Effective at the same time and date, territory of Signal Maintenance Sections with headquarters at Griffin and Barnesville will be re-assigned as follows:

position that the employes must negotiate on the property for the change now demanded by them. It is Carrier's position that the Board should not read into the language of the Classification Rule or any other rule of the Agreement involved something which the parties themselves have quite obviously omitted.

**It is carrier's position that the burden of proof rests squarely upon the shoulders of the petitioners.** Third Division Awards Nos. 7226, 7200, 7199, 6964, 6885, 6844, 6824, 6748, 6402, 6379, 6378, 6225, 5941, 2676, and others, clearly state that the burden is on the claimant party to prove an alleged agreement violation.

Carrier desires to point out that it has both an obligation and right to operate efficiently and economically when its action with respect thereto is not in conflict with contractual limitations—see Third Division Awards Nos. 6856, 6187, 5866, 5803, 5331, 4969, and others. There are no such contractual limitations in the instant case.

Carrier respectfully requests the Board to bar this improper blanket claim; or if considered on its merits, to deny it in its entirety as it is wholly without merit for the reasons shown.

The Carrier reserves the right, if and when it is furnished with ex parte submission filed by the petitioner in this case, which it has not seen, to make such further answer and defense as it may deem necessary and proper in relation to all allegations and claims as may have been advanced by the petitioner in such submission and which have not been answered in this, Carrier's initial answer.

*All data in support of Carrier's position has been presented to the employe representative.*

**OPINION OF BOARD:** Effective February 15, 1957, Carrier abolished the position of Assistant Signal Maintainer at Griffin, Georgia, thereby reducing that territory from a two man territory covered by a Signal Maintainer and an Assistant Signal Maintainer to a one man territory covered by only a Signal Maintainer.

The Organization contends that by so doing the Carrier violated the Signalmen's Agreement as set forth in its Statement of Claim. Carrier contends that there is nothing in the Rules so listed that can be reasonably construed as precluding Carrier from abolishing the Assistant Signal Maintainer position at Griffin, Georgia.

The Carrier also objects to the claim on the ground that it was not handled in accordance with the provisions of Article V, Section 1(a) of the National Agreement of August 21, 1954, because the Claimants were not named and are not readily identifiable. This Board has frequently held in interpreting the National Agreement of August 21, 1954, that Claimants need not be specifically named so long as they are readily identifiable. We approve of that interpretation. See Awards 5078 and 9248.

The substantive question involved in this claim is whether Carrier had the right to abolish Assistant Signalmen positions. We believe that it did. The opening sentence of Rule 30(a) provides:

"The number of assistants shall be consistent with the requirements of the service and the apparatus to be installed, repaired and maintained. \* \* \*"

The Organization contends that Rules 19(b) and (c) implicitly require that a maintainer is to have an assistant. We do not agree with that contention.

In a recent dispute between these same parties in which the facts were practically identical to those involved herein, it was held that Rules 19(b) and (c), and Rule 30(e) did not restrict the Carrier from abolishing Assistant Signalmen positions and assigning Signal Maintainers without Assistants or Helpers. See Third Division (Supplemental Board), Award 10238.

We believe that the decision in Award 10238 is a fair and reasonable interpretation of the Rules involved and we perceive of no valid reason why said award should be overruled. Therefore the claim in the case at bar should 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 Employes involved in this dispute are respectively Carrier and Employes 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 16th day of March 1962.