

Award No. 11896
Docket No. SG-11391

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Illinois Central Railroad Company that:

(a) The Carrier's action in abolishing the Traveling Signal Maintainer position at Clinton, Illinois, and the subsequent bulletining of a new Signal Maintainer position at Clinton, Illinois, covering the same territory and class of work was in violation of the current Signalmen's Agreement, particularly Section 68 and Section 88 of the applicable agreement.

(b) The Carrier now be required to compensate Mr. E. O. Clark, the regular assignee to the Traveling Signal Maintainer position abolished by the Carrier's notice dated April 7, 1958, for the difference in the compensation received on the position he may be forced to take as a result of the Carrier's improper action, and the compensation he would have received had he remained on the Traveling Signal Maintainer position from the effective date of the abolishment notice until such time as he is restored to the Traveling Signal Maintainer position at Clinton, Illinois, in accordance with the applicable rules of the effective agreement. [Carrier's file: 135-641-80, Case No. 52 Sig.]

EMPLOYES' STATEMENT OF FACTS: Mr. E. O. Clark was regularly assigned to the position of Traveling Signal Maintainer with headquarters at Clinton, Illinois.

Bulletin No. 7 dated July 6, 1948, the advertising bulletin listing the characteristics of the Clinton, Illinois, Traveling Signal Maintainer assignment held by Mr. Clark, has been reproduced and is attached hereto and identified as Brotherhood's Exhibit No. 1.

Mr. Clark held this position from July 1948 until April 7, 1958, when he received a notice from Mr. L. W. Stearns, Supervisor of Signals,

to the provisions of the agreement, specifically, Section 3 of Article 1. The rate of pay of the position was not reduced when the position was reclassified as it was bulletined at the same hourly rate, \$2.42 per hour. The difference in the allowance made to a Traveling Signal Maintainer and a Signal Maintainer is not in the rate of pay, but in the number of hours contemplated in the assignment of a monthly rated employe. The Employes' claim that Carrier violated Section 88 of the agreement must fail because there was no reduction made in **the rate of pay** attaching to the position advertised in Bulletin No. 4 issued on April 8, 1958.

It is the duty of the Board to interpret the rules of the agreement as they are made. It is not authorized to read into a rule that which is not contained or by an award add or detract a meaning to the agreement which was clearly not the intent of the parties. See Third Division Awards 6365, 6267, 5977, 5971, 5864, 4439. The claim is not supported by the agreement and should accordingly be denied.

All data in this submission have been presented to the Employes and made a part of the question in dispute.

OPINION OF BOARD: It is not denied by the Petitioner in the present Claim that a conference was not held on the property; Carrier, therefore, insists that this Board is without jurisdiction to determine the merits of the claim.

The question raised by the Carrier has been discussed in prior awards of this Board. The Federal Courts have held that the Railroad Adjustment Board has no authority to adjudicate a dispute unless the statutory requirements of the Railway Labor Act are complied with which unconditionally impose upon all Carrier and Employe representatives legal duty to hold a conference in connection with each dispute that they are unable to settle by other means. A conference must be a part of the usual manner of the handling of the dispute on the property; it is a jurisdictional requirement and cannot be waived by the parties. See Awards 11434 and 11484.

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 does not have jurisdiction over the dispute involved herein.

AWARD

Claim dismissed for want of jurisdiction.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1963.