

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly paragraphs (a), (b), (l), and (m) of the Scope, Rules 1, 5, and the Seniority Rules when, on February 25 and 26, 1959, it required and/or permitted Assistant Supervisor F. T. Scharf and Signal Testman R. L. Jensen to make circuit changes and do wiring in connection with changing the interlocking at Rushville, Missouri, from manual to automatic.

(b) The Carrier now be required to compensate Signal Maintainer F. H. Boyd for eight hours on February 25 and eight hours on February 26, 1959, in addition to what he has already been paid on these dates, because of the above violation.
[Carrier's File: L-130-161.]

EMPLOYES' STATEMENT OF FACTS: During the early part of 1959 the Carrier was engaged in changing the interlocking plant at Rushville, Missouri, from manual to automatic because another Carrier that uses it had installed a Centralized Traffic Control system on its line.

The manner in which the Carrier assigned the signal work in connection with the changes at this interlocking plant resulted in several claims, including the instant one, a similar one being progressed to this Board under our file NRAB-939-C.R.I.&P., and one that was settled on the property. The dispute settled on the property was a claim for Signalman's wages for an Assistant Signalman who was required to work under the direct supervision of a Signal Testman instead of under a Signalman or Signal Maintainer.

The instant dispute involves February 25 and 26, 1959, on which dates the Carrier required and/or permitted a Signal Testman, Mr. R. L. Jensen, to make circuit changes at the Rushville Interlocking Plant.

they have acquired through the exercise of their seniority. Therefore, we respectfully request that our position be upheld and the claim sustained in its entirety.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: On February 25 and 26, 1959, while the Rushville, Missouri, interlocking plant was converted from a manual plant to an automatic one by employees covered by the applicable Signalmen's Agreement, Signal Testman, an employee also covered by the same agreement, was used to assist in hooking up cables, etc. Assistant Signal Supervisor supervised the work.

An Agreement between the Carrier and the employees of the Carrier, represented by the Brotherhood of Railroad Signalmen of America, bearing an effective date of July 1, 1952, is on file with your Board and by this reference is made a part hereof.

POSITION OF CARRIER: Rule 1 of the applicable Signalmen's Agreement of July 1, 1952, reads:

"RULE 1. SIGNAL TESTMAN.

An employee who is regularly assigned to and whose principal duties are the inspection and testing of signal appliances, apparatus, circuits, and appurtenances, **but who may perform any Signal Department work**, shall be classified as a Signal Testman."
(Emphasis ours.)

It is the carrier's position that this rule is clear and unambiguous and, as per the language emphasized, Signal Testmen may perform any Signal Department work, and in so doing, there is no violation of any rule of the agreement.

The employees claim that Assistant Signal Supervisor also performed work. However, any work he may have performed was incidental to and in connection with his supervisory duties as Assistant Signal Supervisor.

Without relinquishing our position as above, we submit that the claimant was fully employed and under pay on the dates and at the time the work involved was performed and hence he was not injured in any respect even if the claim had merit, which we deny.

We submit on the basis of the facts in this case there was no violation of the agreement and we respectfully request denial of the claim.

OPINION OF BOARD: On February 25 and 26, 1959, at Rushville, Missouri, the Carrier required a Signal Testman to make circuit changes and do wiring in connection with changing the interlocking, signal system from manual to an automatic system.

It was the contention of the Claimant that the duties of a Signal Testman are testing and inspecting signals, as provided for in Rule 1 of the Agreement. The work performed in this dispute by the Testman is ordinarily performed by Signalmen or Signal Maintainers, and so provided for in Rule 5. The claim presented is for compensation for the Signal Maintainer for eight hours for the two days Signal Maintainer's work was performed by the Testman.

"RULE 1. SIGNAL TESTMAN.

The Carrier's contentions were that Rule 1 does not limit the work of the Testman, as presented in the allegations of the Claimant and offers Rule 1 in support of its contention.

An employe who is regularly assigned to and whose principal duties are the inspection and testing of signal appliances, apparatus, circuits, and appurtenances, but who may perform any Signal Department work, shall be classified as a Signal Testman."

"RULE 5. SIGNALMAN, SIGNAL MAINTAINER.

An employe assigned to perform work generally recognized as signal work as outlined in this agreement shall be classified as a signalman or signal maintainer."

The facts in this dispute are similar to the facts in Award 10766, wherein the Claim was 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 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 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 21st day of May 1964.