

Award No. 12508
Docket No. SG-11946

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 Rules 1, 5, and the Seniority Rules when, on March 2, 3, 4, 5 and 6, 1959, while the Rushville, Missouri, interlocking plant was being converted from a manual plant to an automatic plant, it required and/or permitted Signal Testman R. L. Jensen to perform signal work that accrues to employees in the Signalman, Signal Maintainer class.

(b) The Carrier now be required to compensate Signal Maintainer F. H. Boyd for eight hours on March 2, 3, 4, 5, and 6, 1959, a total of forty hours, in addition to what he may have already been paid on these dates, because of the above violation.
[Carrier's File: L-130-162]

EMPLOYEES' 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-938-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 March 2, 3, 4, 5, and 6, 1959, on which dates the Carrier required and/or permitted a Signal Testman, Mr. R. L. Jensen, to perform construction work at the Rushville Interlocking Plant.

CARRIER'S STATEMENT OF FACTS: In March, 1959, while the Rushville, Missouri, interlocking plant was converted from a manual plant to an automatic one by employes covered by the applicable Signalmen's Agreement, Signal Testman, an employe also covered by the same agreement, was used to assist in hooking up cables, etc.

An Agreement between the Carrier and the employes 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 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."
(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.

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: This dispute arose over the employment of a Signal Testman to perform work of hooking-up cables and wires that had been installed in connection with the changes in the interlocking plant, and finishing other signal phases of a changeover from a manual to an automatic control system.

It was the contention of the Complainant that this work is customarily performed by Signalmen or Signal Maintainers. The claim was for compensation for the Signal Maintainer for eight hours on March 2, 3, 4, 5 and 6, 1959, when the Testman performed the work cited above.

The Complainant alleged a violation of Rule 1, and 5, which are as follows:

"RULE 1. SIGNAL TESTMAN.

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."

It was the contention of the Carrier 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.

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 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 21st day of May 1964.