

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bernard J. Seff, 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 that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 418, when it required Iowa Division Signal Gang No. 347 to install flashing signals at Amboy Country Club crossing, located south of Amboy, Illinois, on Springfield Division, February 26 to March 9, 1962.

(b) The Carrier should now be required to compensate the following employees of Springfield Division Gang No. 335 for eighty (80) hours each at their respective rates of pay: Foreman F. E. Carroll, Signalmen C. L. Weatherholt and C. F. Uchtman, Assistant Signalmen J. R. Tate, E. P. Tate, C. G. Carl and K. D. Osterbur. [Carrier's File: 135-842-97 Spl.; Case No. 165 Sig.]

EMPLOYEES' STATEMENT OF FACTS: As indicated by the Statement of Claim, this dispute involves the application and/or interpretation of Rule 418 of the Signalmen's Agreement in connection with the use of an Iowa Division signal gang on the Springfield Division to install flashing signals at a highway grade crossing — the Amboy Country Club crossing.

Signal employees on this property hold seniority on one seniority district, such districts being referred to as Divisions, in accordance with Rule 404 of the Signalmen's Agreement. They ordinarily work only on their home district. However, under Rule 418, a signal gang may be temporarily transferred from its home seniority district in an emergency (such as flood, snow, etc.), or to assist in a large signal construction program in progress. The majority of the gang being transferred under that rule must agree in writing to such temporary transfer.

We contend that the Iowa Division gang was not transferred in accordance with Rule 418, that Springfield Division employees were deprived of work to which they were contractually entitled, and that the latter should now

Glen, Illinois — Signal work account construction of dual over-head bridge for Route No. 14 south of Mile Post C-275. 8-10-60 1 week

Bissell, Illinois — Signal work account construction of dual over-head bridge for Route No. 55, south of Mile Post 189. 9-8-60 1 week

The records show that Signal Gang No. 335 had been working continuously for many months and at the time this dispute arose had been working on two important projects: (1) installing a power switch at Mount Pulaski to handle operations of Illinois Terminal trains over Illinois Central tracks between Springfield and Lincoln, and (2) the retirement of the second main track between Salt Creek and Kenney, and retirement of Salt Creek Junction. These projects prevented Gang No. 335 from performing other work on the Division, and it had been called to the company's attention that there had been several close calls involving trains and automobiles at the crossing at Amboy, Illinois. It was necessary to install automatic crossing protection promptly to eliminate this dangerous hazard. Inasmuch as the claimants were occupied on important construction work, the members of Iowa Division Signal Gang No. 347 agreed in writing to assist the Springfield Division Gang and performed the crossing protection work at Amboy, Illinois. They were utilized to install the crossing protection beginning February 27 through March 7, 1962 at Amboy, Illinois and returned to the Iowa Division on March 8, 1962.

The Union progressed a claim alleging that the Company improperly transferred the Iowa Division Signal Gang. The claim was declined. Copies of relevant correspondence exchanged are attached as Exhibits A through C.

The agreement dated August 1, 1958, is by reference made a part of this Statement of Facts.

(Exhibits not reproduced.)

OPINION OF BOARD: The parties agree that the controlling issues presented in this case were also presented in Docket SG-12600, Award 13092, where they were resolved in favor of Carrier on the premise that the Employees failed to prove a violation of the Agreement. Award 13092 involved an additional question of written notice to the General Chairman, but in this case it is conceded such notice was given.

We find no palpable error in Award 13092; therefore, it is controlling here, and the claims must 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 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 28th day of February 1966.