# Award No. 14201
# Docket No. SG-14201

## NATIONAL RAILROAD ADJUSTMENT BOARD

## THIRD DIVISION

## (Supplemental)

Bernard J. Seff, Referee

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## 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 violated the current Signalmen's Agreement, as amended, particularly Rule 418, when it assigned Illinois Division Signal Gang No. 304 to perform work on the Springfield Division.

(b) Foreman F. E. Carroll and all other employes of Springfield Division Signal Gang No. 335 each be compensated at their respective pro rata rates for all time which Gang No. 304 worked on the Springfield Division from December 15, 1961 until such time as that gang is returned to its home division.

[Carrier's File: 135-842-97 Spl.; Case No. 161 Sig.]

EMPLOYES' STATEMENT OF FACTS: This dispute involves two seniority districts, referred to herein as the Springfield Division and the Illinois Division. Rule 404 of the current Signalmen's Agreement provides that employes will hold seniority on one seniority district. Rule 418 provides that employes will not be temporarily transferred from one seniority district to another except under emergency conditions such as flood, snow, storm, hurricane, earthquake or fire. Rule 418 further provides that the Carrier may temporarily transfer a signal gang from its seniority district to another seniority district for emergency conditions or to assist in a large construction program, but the majority of the gang must agree in writing to such temporary transfer, and the Signal Supervisor must furnish the General Chairman a copy of that agreement.

As shown by the Statement of Claim, the employes of a Springfield Division Signal Gang, Gang No. 335, claim compensation for all time an Illinois Division Signal Gang, Gang No. 304, performed work on the Springfield Division beginning on or about December 15, 1961.

| Other Projects Pending | Date Authorized | Estimated Length of Time For Signal Construction |
|---|---|---|
| Starnes, Ill. — Signal work in connection with the construction of highway bridge and widening of existing bridge in U. S. No. 54. | 9–30–59 | 1 week |
| Toronto, Ill. — Signal work account construction of underpass for dual lane Route No. 55. | 5–26–60 | 1 week |
| Glen, Ill. — 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, Ill. — Signal work account construction of dual over-head bridge for Route No. 55, south of Mile Post 189. | 9– 8–60 | 1 week |

In November, 1961, the Company received a letter from the Village Attorney, West Salem, Illinois, stating that the village was disturbed about the failure of the Illinois Central Railroad to comply with the order of the Commerce Commission approving the installation of automatic flashing signals and bell protection in the village.

Due to the large signal construction program in progress on the Springfield Division, the Company decided to augment its work force to expedite the work at West Salem. The Springfield signal gang was fully occupied with similar work at other locations and would not be available for several months, as shown from the schedule above. The Illinois Division signal gang was available to assist in the construction program, and each employe agreed to a temporary transfer in accordance with agreement provisions. They were utilized at West Salem, Illinois, to install crossing protection beginning December 15, 1961, and also to complete work of moving distant signals in conversion of an automatic interlocker at Grayville, Illinois. The gang returned to the Illinois Division on January 26, 1962.

The Union progressed a claim alleging that the Company improperly transferred the Illinois Division signal gang. The claim was declined. Copies of relevant correspondence exchanged are attached as Exhibits A through E.

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 Employes 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 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 28th day of February 1966.

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