



Award No. 18948
Docket No. SG-19007

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert A. Franden, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
THE 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) On behalf of Messrs. H. E. Gray, Jr., R. L. Kelly and C. E. Frimcl, who are assigned to Signal Gang No. 304, and Testmen O. Wilson and E. L. Stroud for eight (8) hours at time and one-half rate account Signal Supervisor W. M. Lyons, Jr., and Testmen O. Wilson and E. L. Stroud wiring in concrete house at Humbolt, Illinois (mile post 119), on Saturday, February 1, 1969.

(b) That the Carrier violated the Agreement, particularly the Scope Rule and Rules 101(a) and 601(c).

(Carrier's File: 135-314-67 Spl. Case No. 42 Sig.)

EMPLOYES' STATEMENT OF FACTS: There is an agreement between the parties to this dispute bearing an effective date of August 1, 1958, which is by reference made a part of the record herein. Of particular pertinence here are the following rules thereof:

"SCOPE

This agreement governs the rates of pay, hours of service, and working conditions of all employees in the Signal Department (except supervisory forces above the rank of foreman, clerical forces and engineering forces) performing work generally recognized as signal work, which work shall include the construction, installation, repair, inspection, testing and maintenance, either in signal shops or in the field, of the following:

(a) All signals and signaling systems, traffic and C.T.C. Control systems; interlocking plants and interlocking systems, train stop and train control equipment and devices, except that on rolling stock; car retarders and car retarder systems; highway crossing protective devices, and their appurtenances; low voltage electric switch lamps, metal train order signals; spring switch mechanisms, except when sent to reclamation shops for renewal or scrap; trackside track oc-

These new arrangements of wiring the circuits were discussed with the gang members on several occasions. The concepts of "clean" and "dirty" wires were introduced and explained during these sessions. Since these were new procedures, the gang members were unsure of the proper method of wire arrangement.

Mr. Lyons supervised the arrangement of the electronic AFO equipment on the 4' x 8' "power board." The gang members arranged relays and completed work on the board for conventional relays in accordance with a plan prepared by Supervisor Lyons.

On Friday, January 31, 1969, Gang 304 attempted to install the power board in the new signal house. Due to the angle of the roof of the signal house, it was impossible to install the power board. The gang did not have a saw available to cut the power board to fit into the house. It is most difficult, if not impossible, to determine the routing for the wires on the reverse side of the power board until the board is properly attached to the wall of the signal house.

A month of inclement weather had badly delayed the installation of this equipment, and Supervisor Lyons would not be available to supervise the installation on the following workday, Monday, February 3, 1969. Since the members of the signal gang were unsure of the routing for the wires, they agreed that Mr. Lyons should lay out the procedure to be used in keeping the "clean" and "dirty" wires separated, and connect a sufficient number of wires to establish the proper routing to be used in the installation. Signalmen Kelly and Frimel stated that they would study the layout and complete the connection on Monday morning.

Testmen Stroud and Wilson were interested in these new techniques and, since Mr. Stroud had attended the initial meeting with Mr. Bolton, both wanted to assist in the planning and observe the method of laying out the wires.

On Saturday, February 1, 1969, Messrs. Lyons, Stroud and Wilson met and went to the signal house at Humboldt Township Road 119. They used a saw to cut the power board to size, and bolted the board to the concrete wall of the house. This required about thirty minutes work. The men then discussed the method of keeping the wires to the AFO unit free from wires which were susceptible to power surges. A few wires were installed from the power board to the conventional relay rack in order to establish a path for these "dirty" wires which could be observed and followed by the members of Gang 304 of the following workday. Two gang members completed the wiring and connected circuits in the signal house on the following Monday, Tuesday afternoon, Wednesday and Thursday (February 3-6). Little construction work was performed on Saturday, February 1, 1969.

The correspondence is attached and labeled Exhibit A.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim herein arose as a result of certain work performed by a signal supervisor and monthly rated testmen on Saturday, February 1, 1969.

From a study of the record, we find that the work performed by the signal supervisor was performed in the exercise of his supervisory duties and, therefore, did not violate the Agreement.

The Board has held in previous awards involving the same parties that the classification rules are not exclusive grant of work rules. See Awards 18707, 14399, 12949 and 12668. Adherence to this principle requires a denial of the claims on behalf of Messrs. H. E. Gray, R. L. Kelly and C. E. Frimel, assigned to Signal Gang No. 304.

So far as Testmen O. Wilson and E. L. Stroud are concerned, who are monthly rated employes, Rule 601(c) provides that ordinary maintenance or construction work will not be required on the sixth day of the work week or on recognized holidays. We conclude that the work here involved was of the ordinary maintenance or construction type. It was not work that could not be foreseen or of an emergent nature.

In its submission, the Carrier also contends that the work performed by the monthly rated testmen was performed voluntarily and that they were not required to perform any service on Saturday, February 1, 1969. Rule 601(d) provides that "testmen will be paid for authorized overtime actually worked outside of their normal work period." The testmen worked with the Supervisor who was in charge and it is not reasonable to assume that the Supervisor did not authorize the performance of the work by the testmen. The evidence does not warrant a denial of the claim in behalf of testmen Wilson and Stroud, and the claim on their behalf will be sustained.

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 violated to the extent shown in Opinion.

AWARD

Claim sustained to the extent indicated in Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 14th day of January 1972.