

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award **Number** 19839  
Docket Number Z-19713

Frederick R. Blackwell, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Chicago and North Western Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement, in particular the Scope Rule and the Memorandum of Agreement effective July 1, 1956, applicable to District Signal Foremen, when, on or about **January** 5 and 6, 1971, District Signal Foreman B. D. Waite performed Signalman's work at Johnson Street crossover when he helped run wires and disconnected wires on relays plus other recognized Signalman's work.

(b) The Carrier now be required to compensate John **Sornson**, Signal Maintainer at Madison, an equal amount of time at his straight-time rate for work performed by District Signal Foreman B. D. **Waite**. (Carrier's File: 79-B-71)

OPINION OF BOARD: A signal maintainer called upon the **District** Signal Foreman for assistance in locating the source of trouble in signal apparatus. The Foreman not only provided the requested assistance, but also after the trouble was located - assisted the signal maintainer in performing the work necessary to eliminate the trouble. A claim on behalf of the signal maintainer **was** filed, on the grounds that the performance of work by the Foreman after the trouble was located constituted a violation of the Signalmen's Scope Rule and the "District Signal Foreman" Memorandum Agreement effective July 1, 1956. In pertinent part, the Foreman's Agreement reads as follows:

"District Signal Foreman will supervise the work of employees of lower classifications in their district. They will not be required to perform work coming within the scope **of** signalmen's agreement **effective** June 1, 1951, when there is a competent signalman available.

NOTE: This does not include inspections made by District Signal Foremen for the purpose **of** determining whether employees coming within the scope of the signalmen's agreement are properly maintaining Signal Department apparatus."

There is no dispute that the work performed by the Foreman was Signalmen's work. However, the record contains no allegation or evidence by Petitioner that the Foreman was required by Carrier to perform the work, or for that matter, that Carrier had any knowledge of the incident when it happened. Accordingly, we conclude that the Foreman was not "required" to perform such work as such term is

used in the quoted provision from the Foreman's Agreement. Further, the record indicates that the Foreman provided the work assistance on a voluntary basis and that the claimant made no objection to such assistance. Prior authorities have held that voluntary service cannot support a claim. Awards 12907 (**Dorsey**) and 17172 (**Rohman**). And, since the instant situation is absent any Carrier directive or employee protest regarding the Foreman's work, we conclude that there is no basis here for finding a violation of the Agreement. We shall therefore deny the claim.

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 Employee 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.

A W A R D

Claim denied.

NATIONAL RAILROAD **ADJUSTMENT BOARD**  
By Order of Third Division

ATTEST:

*A. W. Paulson*  
Executive Secretary

Dated at Chicago, **Illinois**, this 13th day of July 1973.