

Award No. 11001

Docket No. SG-9731

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert O. Boyd, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Illinois Central Railroad Company that:

(a) The Carrier violated the Signalmen's Agreement commencing on or about November 10, 1955, when it assigned and permitted Signal Testman R. H. Harris to perform Signal Foreman's duties covered by Section 1, Foreman's Classification, of the agreement.

(b) Signalman F. E. Carroll be compensated the difference in pay of that he was compensated as Signalman and that he would have received as Signal Foreman, at the pro-rata monthly rate of pay, from November 10, 1955, through and including November 29, 1955. [Carrier's File No. 135-321-60.]

EMPLOYEES' STATEMENT OF FACTS: Claimant F. E. Carroll holds seniority in Class 1 (Foreman's class), covered by Section 1 of the current Signalmen's Agreement, with a seniority date in that class as of May 4, 1953. Due to force reduction, which was prior to November 1955, the claimant had been forced to exercise his rights in Class 2, 3, and 4, which is the Signalmen, Signal Maintainer, Testman, and Traveling Signal Maintainer class, where he was working on the date of the instant dispute.

On November 1, 1955, the Carrier issued Bulletin No. 7, advertising for bids on a position of Signal Foreman, Signal Gang No. 2, which the claimant submitted bid for. Since he was the only employe working in Class 2, 3, and 4, who held Signal Foreman's right in Class 1, it was evident to the Carrier that he desired the Signal Foreman's position and any and all Signal Foreman's work. It was also evident to the Carrier upon receipt of his bid for the position that he would be the senior bidder for the position and that he desired the position.

The claimant's bid was received by the Carrier prior to November 8, 1955; therefore, under Section 68 of the agreement, assignment of the position could have been made on November 10, 1955, and under Section

Claimant Carroll was awarded the position of Signal Foreman of Gang No. 2 on November 15, 1955, and any claim for compensation for difference in rates of Signaller and Signal Foreman ceased subsequent to November 15, 1955, when he assumed the status of Signal Foreman of Gang No. 2.

There is no basis for the claim and it should be denied.

All data in this submission have been presented to the Employees and made a part of the question in dispute.

OPINION OF BOARD: On November 10, 1955, the Carrier assigned the duty of installing crossing signals to a Traveling Maintainer, Signal Testman and two signal helpers. The work of wiring and installing signals was performed by the signal Testman and two signal helpers. The painting and track bonding was performed by the traveling maintainer and two signal helpers. The claim is on behalf of an employee holding seniority as a signal foreman and alleges the Carrier violated the Agreement when a signal Testman performed signal foreman's duties.

There is no question but what the work of installing the crossing signals was within the scope of the Agreement. Section 1 of Article 1 classifies the duties of a foreman as:

"An employee who is assigned to the duties of supervising the work of a gang of other employees classified herein and who is not required to regularly perform any of the work over which he has supervision . . ."

A careful review of the record does not disclose that Signal Testman Harris supervised the work of a gang. In fact, Testman Harris performed the work assisted by two helpers. A foreman "is not required to regularly perform any of the work over which he has supervision".

It has also been urged that the Carrier violated the Agreement in assigning the work of installing signals to a Traveling Maintainer, Testman, because such work was that of a signaller, signal maintainer. A comparison of Sections 3 and 4 of Article 1 — Classification, indicates this to be so, but such is not the claim here, and we cannot make any findings thereon.

Based on the facts of record and with particular reference to Article 1, Section 1, of the Agreement, we have concluded that the Carrier did not violate the Agreement as alleged. The claim must, therefore, 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

Claims (a) and (b) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of December 1962.