



Award No. 14399  
Docket No. SG-12339

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Edward A. Lynch, 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 Company that:

(a) The Carrier violated the current Signalmen's Agreement when on July 7, 1959, it assigned and/or permitted a Signal Maintainer and an unknown contractor to perform work in connection with the removing of a set of flasher signals at State Route 48.

(b) The Carrier now be required to compensate the following signal gang employes for eight (8) hours each at their straight time rate of pay as a result of the violation cited in part (a):

Mr. L. W. Kennedy

Mr. R. E. Howlett

Mr. F. E. Carroll

Mr. R. W. Hunsley

Mr. T. J. Duggan

Mr. C. F. Uchtman

[Carrier's File: 135-241-98. Case No. 97 Sig.]

**EMPLOYES' STATEMENT OF FACTS:** During the construction of a subway on Route 48 at Decatur, Illinois, a temporary run around road was built across this Carrier's tracks which necessitated the installation of highway crossing flashing signal lights at the temporary crossing.

The installation of the flashing light signals was performed by the signal employes of Signal Gang No. 306.

After the contractor had completed the subway work and the temporary road crossing was no longer needed, the Carrier assigned a Signal Maintainer to disconnect the signals and permitted the contractor who had performed the construction work on the subway, to move the flashing light signal masts and foundations from the temporary crossing.

The Signal Maintainer dismantled the flashing light signals and a group of Maintenance of Way employes loaded the signal material in a Maintenance of Way truck and hauled the signal material to a storage point, where it was held for subsequent use at another location.

On December 4, 1959, the General Chairman of the Brotherhood of Railroad Signalmen appealed a claim to Carrier's Manager of Personnel, alleging that the action on the part of the Signal Maintainer and the contractor violated the terms of the Signalmen's Agreement. Carrier declined the claim.

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

**OPINION OF BOARD:** The claim involves two distinct contentions: (1) that the Classification Rules of the Agreement were violated when Carrier assigned a Signal Maintainer to do work which allegedly was not maintenance work, but rather work which should have been assigned to a signal gang; and (2) that the Scope Rule was violated when an independent contractor performed certain work in connection with the removal of flasher signals.

The first contention of the Employees is based on the premise that the Classification Rules grant employees assigned in each classification exclusive rights to certain work.

This contention has been fully considered in our prior Award 12668 (Dorsey) where the Board held:

"... we find that the classifications are not an exclusive grant of work to each classification; ..."

We ruled to the same effect in subsequent Awards 12949, 12950, 12951, Wolf, all of which involved the same parties and the same issue. These prior awards are controlling here.

With reference to the Employees' second contention, the letter whereby Carrier's Manager of Personnel Lorentz denied the claim, states in part:

"... the contractor was employed by the State Highway Department; he had no connection with the Carrier. His actions were without the request, direction or knowledge of any Carrier official."

This statement is not denied by the employees and, therefore, must be accepted as true. Under our prior awards, such action on the part of the contractor does not constitute a valid basis for the claim against the Carrier.

We will deny the entire 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 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;

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 6th day of May 1966.