

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION**

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 involving the following question:

Claim is filed on a continuing basis from September 15, 1960, or date the Communication Department commenced the work on the line wire work for the CTC installation on the Bluford District, referred to herein, until the installation, construction and maintenance of the wires, appurtenances and appliances now being or which have been installed are turned over to the employees of the Signal Department, as follows:

(a) The employees of Signal Gang No. 393, who were working in such gang during the period of September 15, 1960, and date the signal work is properly returned to the coverage of the Signalmen's Agreement, and any employee who worked in this gang during the stated period, for a number of hours equivalent to the number of hours used by the employees of the Communication Department in the installation, construction and maintenance of the signal code wires from Bluford, Illinois, to Fulton, Kentucky, and the installation and maintenance of the portion of the Carrier equipment used for signal circuits, alternators, rectifiers, and any other appurtenances and appliances used with or in connection with the systems and appurtenances covered by the Signalmen's Agreement, at their respective rates of pay.

(b) That the Signal Maintainers assigned between Bluford, Illinois and Fulton, Kentucky, on whose territory any of the wires, appurtenances and appliances were installed, or hereinafter installed or maintained, be allowed an equal amount of hours as used by employees of the Communication Department, not assigned to the Gang, during the installation, construction and maintenance of the signal code wires, appurtenances and appliances on their assigned territory, including an allowance of not less than a minimum call for all work after their assigned working hours and if more than 4 hours were consumed by Communication Department employees, that the Maintainer on whose territory the work was performed be allowed an equal amount of hours, at their respective overtime rates, as allowed communication employees.

(c) Since the Brotherhood and employees of the Signal Department have no way of knowing the number of hours used in the installation of the wires, appurtenances and appliances, including the Carrier equipment and other signal appurtenances and appliances, request is made to check the time rolls to determine the hours used and the names of the signal employees in Gang No. 393 during the period claimed, so as to determine the amount of the claim.

[Carrier's File: 135-221-118 Spl.; Case No. 148 Sig.]

EMPLOYEES' STATEMENT OF FACTS: This is one of three claims being progressed to this Division which arose account of the Carrier assigning other than signal employees to install and maintain Carrier equipment and/or other appurtenances and appliances used in connection with the CTC system at Fulton, Kentucky, Carbondale, Illinois, and intermediate points. The claim herein involves the code lines between the two points specified above and Carrier equipment and/or other appliances and appurtenances used in connection with the CTC system between Fulton and Carbondale. The other claims cover such equipment at Carbondale and Fulton, respectively.

The facts leading up to this dispute are set forth in Local Chairman B. W. Denton's letter of May 20, 1961, in which he filed a claim in behalf of certain employees for the violation referred to above. The initial claim is Brotherhood's Exhibit No. 1.

Division Engineer J. R. Miller denied the claim in a letter dated June 20, 1961. The claim was subsequently handled by the Organization with the various officers of the Carrier designated to handle such disputes up to the Manager of Personnel, the highest officer designated to handle such claims. Each officer denied the claim and his decision was appealed after he was notified that his decision was not acceptable.

On January 26, 1962, General Chairman LeRoy Harley appealed the claim to Manager of Personnel R. E. Lorentz, the highest officer designated by the Carrier to handle such disputes. The letter of appeal is Brotherhood's Exhibit No. 2.

Mr. Lorentz denied the claim in a letter dated March 20, 1962, attached hereto as Brotherhood's Exhibit No. 3.

A conference was held at which this claim was discussed without reaching a settlement.

As indicated by the correspondence cited above, this dispute was handled in the usual and proper manner by the Brotherhood on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

An agreement between the parties to this dispute, bearing an effective date of August 1, 1958, as amended, is by reference made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: On September 15, 1960, the company began the renewal of line wire between Fulton, Kentucky, and Bluford,

Illinois, which had been used exclusively for communication purposes for over 30 years.

The tracks, communication poles, cross arms, wires, and other apparatus on the Bluford District were originally constructed in 1928. The communication circuits had been in service continuously for over 30 years, and transmission difficulties were occurring frequently causing loss of voice communication between the dispatcher's office at Carbondale, Illinois, and the company's facilities on the Bluford District. The company decided that the line wire between Fulton, Kentucky, and Bluford, Illinois, should be renewed to improve communication.

Employees classified as linemen, who are covered by the agreement with System Federation No. 99, Section "B," had historically performed all maintenance functions on the line wire between Fulton, Kentucky, and Bluford, Illinois. The work of renewing the line wire was assigned to employees who had maintained the communication circuits in conformity with agreement provisions.

Two communication gangs working under the direction of the Communication Supervisor installed the new wire. They began the work at two separate locations, one gang starting at Bluford, Illinois, and one gang starting at Fulton, Kentucky. As they strung out the new wire, the old wire was removed, and the communication circuits were continually maintained during the renewal program. The work was started on September 15, 1960, and completed on January 10, 1961.

Subsequent to the replacement of the communication circuit, the company assigned signal employees to perform the work of converting its existing signal plant to a centralized traffic control operation. In putting the new system into operation, the signalmen installed apparatus at Fulton, Kentucky, which permitted the use of the communication line wire to carry code impulses to signal facilities on the Bluford District. Signal employees were engaged in this work during the period from January 10, 1961, through April 6, 1961.

On May 20, 1961, the Brotherhood of Railroad Signalmen filed a claim alleging that the work performed by communication linemen during the period from September 15, 1960, through January 10, 1961, belonged to employees of their craft. The claim was declined because (1) it was untimely filed under the provisions of the time limit rule in effect, and (2) the work complained of was not work accruing to employees of the Signalmen's Craft.

The agreement between the parties dated August 1, 1958, and the Section "B" Agreement with System Federation No. 99 dated April 1, 1935, are by reference made a part hereof.

OPINION OF BOARD: The record here shows the work here subjected to claim began September 15, 1960 and was completed January 10, 1961.

Organization's claim was filed on May 20, 1961 or 130 days after the work was completed. Clearly it was not filed within the required 60 days. Further, there is no evidence of a continuing 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; and

That the claim should be dismissed.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of September 1966.