

Award Number 17341

Docket Number SG-17747

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David H. Brown, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD
COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

On behalf of Assistant Signalman L. J. Bernardoni for three (3) hours' pay at the punitive rate, in addition to what he has been paid for March 27, 1967, account on that date Signal Supervisor R. L. Jensen pulling in messenger wires at La Salle, Illinois. (Carrier's File: L-130-398.)

EMPLOYEES' STATEMENT OF FACTS: On the date involved in the instant dispute Claimant along with signalman J. W. Jones, both members of Crew No. 10, were assigned to install a messenger wire on which to suspend signal cable at LaSalle, Illinois. Jones subsequently withdrew his claim. (See Brotherhood's Exhibit No. 2, page 2 and Exhibit No. 4, page 1.)

The Carrier's Assistant Signal Supervisor performed signal work by working on the installation of the messenger wire. The Assistant Signal Supervisor worked 3 hours on March 27, 1967.

The Scope Rule of the Signalmen's Agreement reads in part as follows:

"SCOPE

This agreement covers the rates of pay, hours of service, and working conditions of all Signal Department employees classified herein engaged in the construction, repair, installation, inspection, testing or maintenance, including such work performed in the railroad's Signal Department Shops, of the following:

(a) Electric, electro-pneumatic, pneumatic, electro-mechanical, or mechanical interlocking systems; wayside equipment used in connection with cab signals, semaphore, color light, position light or color position light signals and signaling systems; including the erection and maintenance of signal bridges and signal cantilever structures; electric, electro-pneumatic, pneumatic, mechanically operated signals and signalling systems, car retarder systems; centralized traffic control systems (train operation by signal indication) wayside automatic train controlling or stopping devices; highway cross-

Notwithstanding the Memorandum of Agreement dated September 22, 1961, in which it is agreed specifically that Supervisory forces will not perform signal work, except as noted in such Agreement, and in spite of the fact it is not disputed that the work involved herein is signal work, the Carrier has refused to allow the claim.

As can be seen by the correspondence, this dispute has been handled in the usual and proper manner on the property by the Brotherhood, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

Pertinent correspondence on the property has been reproduced and attached hereto as Brotherhood's Exhibit Nos. 1 through 5.

There is an Agreement in effect between the parties to this dispute bearing an effective date of July 1, 1952, as amended, which is by reference made a part of the record of this dispute.

(Exhibits not reproduced)

CARRIER'S STATEMENT OF FACTS:

1. There is a copy of an Agreement in effect between the Chicago, Rock Island and Pacific Railroad Company, hereinafter referred to as the Carrier, and certain of its employees represented by the Brotherhood of Railroad Signalmen, hereinafter referred to as the Brotherhood, bearing an effective date of July 1, 1952 on file with your Board which by this reference is made a part of this submission.

2. This claim is based on the contention that Carrier's Assistant Signal Supervisor R. L. Jensen performed Signalmen's work on March 27, 1967 in pulling in messenger wires (support of aerial cables) while supervising Signalman J. W. Jones and Assistant Signalman Bernardoni in their performance of such work at LaSalle, Illinois.

3. To avoid burdening the record, Carrier has not included copies of the correspondence presented on the property concerning this claim as it is anticipated the Brotherhood will produce such correspondence as a part of its submission. However, Carrier will refer to various portions of this correspondence, as necessary, and will reproduce pertinent portions of same when appropriate. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Brotherhood's reproduction of such correspondence.

4. The procedures followed in the progression of this claim were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

OPINION OF BOARD: The complaint is that Signal Supervisor R. L. Jensen engaged in the pulling in of messenger wires at LaSalle, Illinois, on March 27, 1967. Carrier's defense is that Jensen simply instructed the workmen and in the absence of probative evidence to the contrary the claim must 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1969.