



Award No. 18707
Docket No. SG-18771

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Robert A. Franden, 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:

On behalf of Signal Foreman R. L. Lipe; Leading Signalman H. E. Williams; Signalmen K. E. Koenegstein, H. E. Williams, J. H. Lougeay and C. E. Heern; and Signal Helper L. G. Forby, for sixteen (16) hours each at the time and one-half rate, account Signal Inspector B. E. Hight, Testman R. S. Dyer, and Maintainers E. M. Shaw and H. R. Crowell installing AFO circuits at Stonefort, Illinois, on June 26, 27, and 28, 1968.

(Carrier's File: 135-211-158; Case No. 233 Sig.)

EMPLOYEES' STATEMENT OF FACTS: There is an agreement between the parties to this dispute bearing an effective date of August 1, 1958, which is by reference made a part of the record in this dispute.

Particularly pertinent to this dispute are Scope and Rules 100, 101, 102, 105, 106 and 107 of Article 1 of that agreement reading:

"SCOPE

This agreement governs the rates of pay, hours of service, and working conditions of all employees in the Signal Department (except supervisory forces above the rank of foreman, clerical forces and engineering forces) performing work generally recognized as signal work, which work shall include the construction, installation, repair, inspection, testing and maintenance, either in signal shops or in the field, of the following:

(a) All signals and signaling systems, traffic and C.T.C. control systems; interlocking plants and interlocking systems, train stop and train control equipment and devices, except that on rolling stock; car retarders and car retarder systems; highway crossing protective devices, and their appurtenances; low voltage electric switch lamps, metal train order signals; spring switch mechanisms, except when sent

officer of the Carrier designated to handle such disputes without receiving a satisfactory settlement.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: In June of 1968, the Illinois Central implemented a program of laying continuous welded rail on the Illinois Division. Before this project could be instituted, it was necessary that the insulated joints used with the previous rail be eliminated and replaced by AFO circuits.

The Signal Engineer's office has a long-standing rule that no circuit work will be performed without an approved plan or the attendance of a representative of that office while the work is being performed. There were no plans available for this particular project and, consequently, Signal Inspector B. E. Hight was sent to Stonefort, Illinois, to supervise the project. Testman R. S. Dyer and Signal Maintainers Shaw and Crowell were assigned to perform the work under Mr. Hight's supervision.

The project was completed by the three employees in three days, or about thirty man-hours (excluding travel time). The union filed claim that the company should have assigned this work to the signalmen and helper listed in the claim, and also should have assigned Foreman Lipe to supervise this work. During the claim dates, Foreman Lipe and the other claimants were fully employed approximately eighty miles away at Belleville, Illinois, and were unavailable to perform this work.

OPINION OF BOARD: The Organization alleges that the Carrier violated the agreement between the parties when it used a testman and two signal maintainers to perform work incidental to the installation of A.F.O. circuits. It is the contention that the work involved belonged to Signalmen under Rule 106. This Board has held that the classifications in the Agreement are not an exclusive grant of work to each classification. There is no merit to this aspect of the claim. See Awards 14399 and 12668.

The Organization further alleges that the Carrier violated the Agreement when it utilized Signal Inspector B. E. Hight, an employee not covered by the Agreement, to perform work incidental to the installation of the A.F.O. circuit. The Organization has failed to come forth with substantive evidence of probative value to substantiate their claim in this regard. This aspect of the claim must also fail.

Finally the Organization alleges that the Carrier violated the Agreement when it assigned Signal Inspector B. E. Hight to supervise and approve the installation of the A.F.O. circuit in that he performed the function of a foreman to the job. Likewise there is nothing in the Agreement prohibiting the Carrier from utilizing Signal Inspector B. E. Hight to supervise and approve the installation. See Award 11075.

Accordingly we will 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 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

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 24th day of September 1971.

Dissent to Award 18707, Docket-SG-18771

Award 18707 is no more correct or responsive to the parties' Agreement than are the erroneous awards it cites and follows. It is indeed regrettable that error, especially palpable error, once committed in favor of a Carrier is almost impossible to correct at this forum.

Award 18707 being in error, I dissent.

W. W. Altus, Jr.
W. W. Altus, Jr.
Labor Member