

Award No. 10543

Docket No. SG-10420

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(Supplemental)**

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 Scope Rule and other provisions of the Signalmen's Agreement; Letter of Agreement dated September 14, 1956, Carrier's File No. 134-213-53; and the understanding and conditions expressed by General Chairman C. S. Chandler in his letter of October 1, 1956, accepting the settlement offered in the Letter Agreement dated September 14, 1956, when on December 17, 1956, the Carrier issued a letter to All Signal Employees (Mississippi Division) erroneously and arbitrarily assigning the signal work of cleaning lamps and replacing of bulbs in battery operated electric switch lamp signals to its Maintenance of Way Employees, who are not covered by and hold no seniority or rights to any signal work covered by the above-cited agreements.

(b) The Carrier now be required to return the above cited signal work to its Signal Department employees and compensate the signal employe on whose assigned territory the switch lamp signals are located for an actual amount of time consumed by the Maintenance of Way employees during regular assigned hours at the pro rata rate of pay and for two hours and forty minutes at overtime rate of pay and for two hours and forty minutes at overtime rate of pay for each overtime call when Maintenance of Way employees performed overtime service on the above-cited signal appurtenances and appliances. This claim to run until such time as the signal work is returned to this Carrier's Signal Department employees as outlined in General Chairman C. S. Chandler's letter of February 20, 1956. Carrier's File No. 134-213-53.

OPINION OF THE BOARD: Under date of December 17, 1956, the Carrier issued a letter of instructions to its employees which the claimants allege was contrary to an understanding reached in correspondence between the Organization's General Chairman and the Carrier's Manager of Personnel. After receiving a protest from the Organization, Carrier's letter was rescinded on January 10, 1957. Part (a) of the claim thereupon became moot.

There is no evidence in the record that any of the work in dispute has been performed by employees other than those covered by the Signalmen's Agreement, and since an agreement dated June 17, 1958, between the Carrier and the Organization resolved the question of how the disputed work would be assigned, part (b) of the claim is also moot.

It would, therefore, serve no useful purpose for us to resolve the questions affecting the merits, procedure, and jurisdiction raised by the parties.

The claim will be dismissed.

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 presents a moot question and 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 25th day of April 1962.