Award No. 14424
Docket No. SG-11977

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

G. Dan Rambo, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it assigned and/or permitted track forces who are not covered by the Signalmen's Agreement, to perform recognized signal work in connection with changing out a broken rail in main track at north switch of the short passing track at Mascoutah, Illinois, on February 21, 1959.

(b) The Carrier now be required to compensate the senior available Signal Maintainer and Signal Helper for two hours and forty minutes each at their respective overtime rates of pay account of the violation cited in part (a). [Carrier's File: G-304-18, G-304.]

EMPLOYES' STATEMENT OF FACTS: At approximately 9:00 A. M. on Saturday, February 21, 1959, a broken rail was found in the main line running track at the north switch of the short passing track at Mascoutah, Illinois. Track forces were notified and/or called to report for duty and change out the broken rail. The Mascoutah Section Foreman informed the train dispatcher that signal forces were needed to perform the necessary signal work involved in the changing out of the broken rail. Signal forces were not called and section forces removed the signal circuit rail head bond wires from each end of the broken rail and also removed the fourteen foot fouling circuit bond which was plugged into the broken rail. The rail was changed out and signal forces were not notified until Tuesday A. M. to report to Mascoutah, Illinois, and properly install new bond wires as well as connect the fouling circuit wire to the new rail.

The Carrier's action in failing to call signal forces to perform the necessary signal work in this dispute and its permitting track forces to perform such signal work instead was in violation of the Scope Rule of the current Signalmen's Agreement. The Carrier's action also completely ignored the provisions of its own rules as well as those of the Interstate Commerce Com-

The agreement involved became effective February 16, 1949, and has been revised to October 1, 1950. Copies of the agreement are on file with the Third Division.

OPINION OF BOARD: On Saturday, February 21, 1959, a broken rail was found in the main line running track at the North switch of the short passing track at Mascoutah, Illinois. Track forces were called who changed out the broken rail and in so doing removed one or both (Carrier alleges that one was broken) of the signal circuit rail head bond wires at the ends of the broken rail. They also removed the fourteen-foot fouling circuit bond which was plugged into the broken rail.

It is the position of the Organization that the Carrier violated the Scope Rule of the Signalmen's Agreement when it allowed these employes not covered by the Agreement to perform work covered by the said Scope Rule. This Board is in agreement.

Similar or identical fact situations involving similar claims under the Signalmen's Agreement have been before this Board on many occasions and this Board is influenced by and concurs with the opinions in sustaining Awards 6584 (Bakke), 8069 (Beatty), 8072 (Beatty), 9614 (Rose), 11515 (Miller), 13607 (Hamilton) and 14210 (Perelson).

The Organization asks that the Carrier be required as a result of the violation of the Agreement to compensate "the senior available Signal Maintainer and Signal Helper" for lost time in the matter. This request cannot be granted.

As to the Signal Helper, Awards of this Board 11487 (Hall) and 11571 (Sempliner) have held on similar facts that there must be a showing by Petitioners that the services of the Helper were needed; otherwise any claim in his behalf must fail. Such is the case here.

Carrier urges that the claim in behalf of both the "senior available Signal Maintainer and Signal Helper" be dismissed in that neither is identifiable as a Claimant. This Board has held in Award 14316, that in regard to the "unnamed Claimant" issue the Claimant need not be named but must be readily identifiable as described in the presented claim. Petitioner's record here fails in that regard.

This claim as presented is vague, uncertain and indefinite and therefore must 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 Employes involved in this dispute are respectively Carrier and Employes 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 violated.

That the Claim is vague, uncertain and indefinite.

AWARD

Claim A Sustained.

Claim B Dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of May 1966.

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