

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21672  
Docket Number SG-21528

Robert J. Ables, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad company.

On behalf of Electronic Technician P. E. Younger, Houston, Texas, for eight (8) hours pay at time and one-half his straight time hourly rate (\$1314.87 per month), account Carrier assigned an employee of another craft, Communications Maintainer Bob White, Palestine, Texas, to check CTC Carrier levels at Palestine on June 8, 1974, in violation of the Scope of the Signalmen's Agreement. (General Chairman file: M 206. Carrier file: K-225-66j)

OPINION OF BOARD: On July 3, 1974, the Carrier was experiencing failures in its Centralized Traffic Control circuits on the Longview Subdivision resulting in train delays. To determine carrier levels in the system at Palestine, Texas, it was necessary to use an electronic instrument called a frequency-selective voltmeter and the only instrument of this kind near Palestine was assigned to Communications Maintainer White, headquartered at Palestine, who was subject to the Linemen's Agreement with the Brotherhood of Railway and Airline Clerks. BRAC was given notice of the pendency of this dispute, but elected not to file a submission.

At approximately 4:30 a.m. on the claim date, Carrier called two signal maintainers and Communications Maintainer White to inspect the signal system in Palestine. The frequency-selective voltmeter needed for the inspection was assigned to Mr. White. Subsequent inspection by the two signal maintainers and White disclosed no deficiencies in the system at Palestine. The trouble in the system was later isolated in the Fort Worth area and repairs were made there.

The claim here arises because Claimant, an Electronic Technician at Houston, Texas (approximately 150 miles from Palestine) contends that he should have been called to work with the two signal maintainers, using his assigned frequency-selective voltmeter.

In defending its position, Carrier asserts that the disputed work is not exclusively reserved to Signalmen under the Agreement and that an emergency existed which would clearly justify using another employe headquartered in Palestine rather than calling Claimant, over 150 miles distant.

The Organization has asserted that the condition in question on the morning of July 8 was not an emergency; that the disputed work is Signal work and that the distance of Claimant does not give license to the Carrier to violate the agreement.

This claim is similar to others decided by this Board. In the related cases, signal employes, accompanied an employe of an outside contractor or of another craft stood by as that person performed certain tasks which the Signal Department employes were unable to perform for one reason or another. For example, in Award 11451 the claim was denied where:

"On the dates specified in the Statement of Claim, the Carrier used 2 trench-digging machines to dig trenches for signal cables and pipelines at Boyles, Alabama, Yard. An employe not covered by the Signalman's Agreement actually operated the machine. A Signalman was placed on it and paid for the time spent on the job.

It is conceded that the work belonged to a Signalman under the Agreement, but it is not denied that no Signalman at the time was qualified to operate the trench-digging machine."

See also our Awards 15827, 16106 and 16323.

Based on these prior applicable awards, we find this claim to be without merit and it will be denied. We therefore resolve no other issues raised by either party.

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 not violated.

A W A R 3

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A.W. Paulos  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of August 1977.