

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Ember 21700  
Docket Number SG-21057

Frederick R. Blackwell, Referee

[Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE:

(Robert W. Rlanchette, Richard C. Bond and  
( John H. McArthur, Trustees of the Property  
( of Peon Central Transportation Company,  
( Debtor

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood  
of Railroad Signalmen on the Penn Central  
Transportation Company (former New York Central Railroad Company-Lines  
West of Buffalo):

Claim No. 1

System Docket W-36

Southern Region - Southwest Division

Claim on behalf of R. W. Hartsock, Signal Maintainer for 2.7 hours  
each day for dates of August 8, 9, 13 and 16, 1973, account of track  
forces changing out rail, without Maintainer present to perform work  
of removing and reapplying bond wires.

Claim No. 2

System Docket W-37

Western Region - Toledo Division

Claim on behalf of G. D. Crowl in the amount of two hours and forty  
minutes (2.7), account of track welders removing bonds from three (3)  
joints between CP 358 and MP 356 on August 22, 1973.

Claim No. 3

System Docket W-38

Northern Region-Detroit Division

(a) Carrier violated the current Signalmen's Agreement, as amended,  
particularly the Scope, when it required and/or permitted track  
forces to remove signal bond wires near Mile Post 86.26 on Wednesday,  
October 17, 1973.

(b) Carrier should now be required to **compensate** Leading Signal Maintainer C. C. Van Hoose for a **minimum** call of two hours and forty minutes at one and one-half **times** his regular rate of pay because of the violation.

Claim No. 4

System Docket W-41  
Western Region-Fort Wayne Division

(a) Carrier violated and continues to violate the current Signalmen's **Agreement**, particularly **Rule 1** (scope) when it required or permitted the track forces to **remove** signal bond wires **from** a live track circuit on both one and two tracks between CP **379** and CP **412** on November **19** and **November 29** and December **3, 1973**.

(b) Carrier should now be required to **compensate** Leading Signal Maintainer **G. D. Crowl** for a **minimum** call of 2.7 hours at one and one-half his regular rate of pay for **each** of the three days the violations occurred, for a total of 8.1 hours at his overtime rate..

OPINION OF BOARD: **The Signalmen** Organization asserts that the Scope of its **Agreement** was violated when Maintenance of Way **Employees removed signal** bond wires **from track** circuits. The **Carrier** defends on the ground that the Maintenance of Way **Employees** did **not** perform any signal work and that they broke or otherwise removed the bonds in the course of performing their own work.

In **claim** No. 1, a crane was used to lift sections of bolted rail **from** the roadbed. Toe bond wires on the rail remained in place until they **were** broken by the lifting action of the crane. Although a **signalman** was not present when the wires were broken in the lifting action, a **signalman** was used to connect the wire bonds after the rails had been replaced. The **removal** of bond wires (by breaking) as an incident of the **removal** of sections of rail, is not reserved to **Signalmen** by the Scope of their **Agreement**. The connection of the bonds after the **replacement** of the rail is so reserved, but this work was **performed** by a **Signalman**. Accordingly, the record does not support Claim No. 1.

In **claim** No. 2, **no Signalman** was present on August 22, 1973 when a welding gang replaced **sections** of defective rail between CP 358 and MP 356. In the course of this work, bonds were **removed from** three joints to be welded. The **replacement** rail was then welded in a manner (**Boutet** welding) which provided **an** adequate **signal** circuit and

consequently, the bonds which were formerly used were no longer needed. In this **circumstance** there was no signal work to perform because it had been eliminated **from** this particular task by the welding method **employed**. There is accordingly no record **support** for **claim** No. 2.

In claim No. 3 the facts are **similar** to the facts in claim No. 1. In the course of the **replacement** of defective rails by Maintenance of Way **Employees** near MP 86.26 on October 17, 1973, the bond wires on the rails were broken. No **Signalman** was present for the removal of the defective rails, but a **Signalman** connected the bond wires on the **replacement** rails. In these facts, as in **claim** No. 1, there is no basis for finding that Maintenance of Way **Employees** performed the work of the **signal** force and accordingly there is no record support for **claim** No. 3.

In **claim** No. 4 the facts are also **similar** to the facts in claim No. 1. Bond wires were **removed** by breaking when Maintenance of Way **Employees** replaced defective rail on November 19, 29 and December 3, 1973. No **Signalman** was present when the wires were **removed** but a **Signalman** connected the bond wires on the **replacement** rails. Accordingly, as in claims Nos. 1 and 3 and for the **same** reason, there is no record support for **claim** No. 4.

As a final note in respect to the herein four **claims**, the Organization argued that it is **significant** that bond wires were removed **from** "live" track circuits. The Carrier controverted this **argument** by stating that the **tracks** were "out of service" when the bond wires were **removed**. The Organization then conceded in its reply brief that the tracks were out of service as asserted by the Carrier, but argued that certain action is required by signal forces even when tracks are out of service. (C&S 59 and 152, special instructions governing construction and maintenance of signals and **interlockings**.) The Organization's brief then provided a fairly meaningful description of the action required of signal forces in respect to a highway crossing in an out-of-service situation; however, since the brief did not describe any action required of signal forces in the facts of this case, no significance can be given to this line of argument.

In **view** of the foregoing, and on the whole record, the claims will 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

**Agreement** was not violated.

A W A R D

**Claims** denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. W. Pauls  
Executive Secretary

Dated at **Chicago**, Illinois, this 29th day of September 1977.

