

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23492
Docket Number SC-2256

James F. **Scearce**, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad signalmen
(Illinois Central Gulf Railroad Company

STATEMENT OF CLAIM: "**Claim** of the General **Committee** of the Brotherhood of Railroad Signalmen on the **Illinois** Central Gulf Railroad:

On behalf of **named** employees and other employees who were adversely affected when the Company arbitrarily abolished eight signal gangs on **May 6, 1978**, with the gangs to be restored to their original status, and with all employees adversely affected, directly or remotely, being **made** whole. (There must be a search of company records to fully determine all employees involved and to what extent they were adversely affected.)" (Carrier file: **135-641** Spl. Case No. **331** Sig.)

OPINION OF BOARD: The record shows that during the spring of **1978** the Carrier abolished eight (8) maintenance gangs and established eleven (11) construction gangs. According to the **Organization** the Carrier violated applicable Rules -- particularly **11(a), 18(b)** and 20 -- and "Letter of Agreements" -- particularly one executed July 20, **1976** between the parties by such actions. The **Organization** contends such **actions** were unnecessary for the Carrier to accomplish its intended goal; instead, per the **Organization** **all** that was necessary were number changes of the gangs involved.

According to the Carrier, the **abolishment** and **establishment** of the gangs was **made** necessary by changes in the type of signal work required -- from **maintenance** to **construction** -- and asserts that control and accountability of such **gmgs** changes from one management group to another. The Carrier also contends the **Organization's** claim is vague, and lacks specificity as to **employees** whom it contends would be adversely affected.

~~It is well-established~~ that the responsibility to determine work processes and methods ~~is within~~ the province of the Carrier, except where it can be **specifically demonstrated** that such reserved right has been shared with the **Organization**. ~~The~~ Carrier has determined a need for a shift in the **type of work** to be **performed**, doing so within its authority. It is also ~~within its authority to~~ alter the make-up of the work force to accomplish such **ends**. There is no showing that such action was violative of the Agreement or otherwise arbitrary or capricious.

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; md

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By **Order** of Third Division

Attest: *A. W. Paulsen*
Executive Secretary

Dated at Chicago, Illinois, this **8th** day of **January 1982**.

