

Award No. 15149
Docket No. SG-14524

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOO LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Soo Line Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, on August 23, 1962, when employees in a Bridge and Building crew performed the recognized signal work of disconnecting and reconnecting track circuit bond wires on the Gill's Landing Bridge, thereby opening the track circuit.

(b) The Carrier be required to compensate Signal Maintainer A. V. Gall, located at Waupaca, Wisconsin, two (2) hours at the pro rata rate (\$2.7928 per hour, or a total of \$5.58). [Carrier's File: 900-46-B-89]

EMPLOYEES' STATEMENT OF FACTS: This claim is a result of Carrier assigning employees who are not covered by the Signalmen's Agreement to perform the work of opening and closing the track circuit protecting the Gill's Landing Bridge near Waupaca, Wisconsin.

On August 23, 1962, at approximately 8:00 A.M., employees of a Bridge and Building crew disconnected the twist lock bond wires at both ends of the bridge before they turned it to the position which accommodates river traffic. When the bridge was restored to its normal position, they reconnected the bond wires.

Previously, on the infrequent occasions — not more than once or twice a year and sometimes not that often — when the bridge was opened, Signal Maintainer A. V. Gall removed plug bond wires from the rail before the bridge was turned. He installed new ones when it was turned back.

Approximately 2 years prior to the date in question, Claimant Gall installed twist lock bond wires to replace plug bonds. The instance for which claim was made was the first time that anyone other than a Signaller disconnected the track circuit and reconnected it with the twist lock bonds.

5:00 P. M., excluding lunch hour. The incident giving rise to this claim occurred during Mr. Gall's working hours.

Copy of schedule agreement between the parties to this dispute, effective February 1, 1945, together with supplements thereto are on file with the Board and are made a part of this record by reference.

(Exhibits not reproduced.)

OPINION OF BOARD: Prior to September 1960—when opening the Gill's Landing Bridge plug bond wires had to be removed from the track before the bridge was turned. In September 1960 Carrier installed twist lock bond wires to replace plug bonds and in November of that same years changed to a bond with a universal type disconnect.

It is the contention of the Claimant that employes in a Bridge and Building crew, not under the Signalmen's Agreement, unlocked twist lock bond wires at both ends of Gill's Landing Bridge before they turned it to a position which accommodated river traffic and, when the bridge was restored to its normal position, they reconnected the bond wires; it is Claimant's position that they performed recognized signal work of disconnecting and connecting track circuit bond wires on the bridge, thereby opening the track circuit, in violation of the agreement.

Carrier asserts that there is no disagreement between Carrier and Petitioner but that the work of installing, maintaining and repairing of bonds is signal work but urges that the reason for doing the work in the instant case was but incidental to the duties of the bridge crew in opening and closing the bridge for river traffic; that the bridge crew unscrewed the universal joint union on the bond wire and after closing the bridge reconnected the bond wire by screwing the universal union together which took but a few minutes, a very minimal amount of time as compared with the time required by the bridge crew in the performance of the rest of the project (Claimant concedes that twist lock bonds are easier and quicker to connect and disconnect than plug bonds). Carrier further maintains that to do this work no skill or training is required as there is no repairing, installing, maintenance nor inspection involved and no electrical knowledge necessary; that it could not be improperly connected nor disconnected.

Petitioner in reply, contends that the degree of skill involved in disputed work is immaterial, pointing out that, under some circumstances, employes of their craft dig ditches and do manual labor and insist that "the reason for doing the work determines to whom it belongs."

From the facts disclosed in the record, it would appear that the reason for doing the work at Gill's Landing Bridge was incidental to the opening and closing of the bridge for river traffic and, consequently, the work could be performed by the bridge crew.

Under all the circumstances in this case, we feel that a denial award is justified.

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 there has been no violation of the Agreement.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 19th day of January 1967.