

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20555
Docket Number SG-20264

Irwin M. Lieberman, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE:(
(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:

(a) Carrier violated the Signalmen's Agreement, particularly the Scope, when, on various dates September 7 to October 8, 1971, other than signal forces (track forces) performed signal work of removing signal bond wires from rails, dismantling a pipe connected derail and installing track circuit insulated joints, all in connection with the welded rail program on the St. Louis Sub-Division near Mile Posts 446 and 449.

(b) Carrier now pay to Signal Maintainer C. W. Stephens, headquartered at Ashley, Illinois, 116 hours and 20 minutes at his time and one-half rate for the various dates September 7 to October 8, 1971.

OPINION OF BOARD: During September and October 1971 Carrier was engaged in a welded rail program on its St. Louis Sub-Division. The dispute herein involves the allegation that the Agreement was violated because track forces performed work belonging to Signalmen in connection with this project. The essential facts are not in dispute.

The claim involves numerous instances of work allegedly improperly performed by track forces totaling over 116 hours. Certain portions of the work were described by Petitioner as follows:

"...the Rail Welder cut bond wires at Mile Post 443 and Okawville, Illinois..."

"...the work of dismantling the pipe connected derail..."

"...installing the seven joints to replace 'C' clamps not bonded at Mile Post 446..."

"...the installing of insulated joints at Mile Post 447 and Signal 4491 by track forces."

The issues in this dispute are not new having been the subject of a number of prior awards, some of which involved the same parties. The rules and the record of this dispute support the position of Petitioner with respect to the work described above; the work is clearly signalmen's work (see Awards 8069, 9614 and 13607). This portion of the Claim is sustained.

A significant portion of the Claim alleges a violation of the Agreement because Maintenance of Way employees removed bond wires from the rail after the rail had been removed from the track. The record indicates that all work in connection with cutting the bond wires in the live track was performed by signal forces. When the old rails were removed from the track, they were no longer in any manner a part of the signal system; the removal of bond wires from this rail could have no effect on the track circuit. In denying a virtually identical Claim in Award 12329, the Board said:

"In the instant claim, Signalmen were present and did open the circuit and took the signal circuits out of service before trackmen broke the rails. The breaking of the bonds by the trackmen did not affect the signal system. It was a salvaging operation."

Based on the reasoning expressed above and the conclusion that the work in question was not covered by the Scope Rule, this portion of the claim must 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

That the Agreement was violated to the extent shown in the Opinion.

A W A R D

Claim sustained in part and denied in part in accordance with the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A.W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 13th day of December 1974.