

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21700
Docket Number SG-21057

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railroad Signalmen
(Robert W. Blanchette, Richard C. Bond and
(John H. McArthur, Trustees of the Property
(of Penn Central Transportation Company,
(Debtor

STATEMENT OF CLAIM: Claims 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. Cowl 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. The 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. Paulos
Executive Secretary

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

