

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22015
Docket Number SG-21755

James F. Searce, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 1, Scope, when it required or permitted Mr. K. L. Creech, C. L. Protor, B. J. Sauls and Steve Williams to disconnect track connections, renew joint rail insulation, and connect track connections back to rails, on Thursday, January 16, 1975.

(b) Carrier should now be required to compensate Signal Maintainer J. T. Mitchum for three (3) hours and thirty (30) minutes at his one and one-half times rate of pay. (General Chairman file: 41-J T Mitchum-75 Carrier file: 15-1 (75-2) J)

OPINION OF BOARD: The Claimant is a Signal Maintainer assigned to the territory adjacent to that in which the incident prompting this dispute occurred.

On January 16, 1975, the Carrier's roadway forces (Maintenance of Way) were performing rail repair in the territory assigned to Signal Maintainer Hinsley. There came a need to disconnect and reconnect an electrical signal circuit on a rail joint. There is no dispute that such work is properly that of the signal forces. It is equally undisputed that the Assistant Roadmaster sought out Signal Maintainer Hinsley to be present and perform such work. Hinsley told the Roadmaster it would be satisfactory with him for roadway forces to perform such work and that he would inspect the work on his next trip to that site.

The Organization contends that the Carrier's admission that such work is that of the signal forces is sufficient to support the claim. It asserts that no authority exists for an individual member of the signal forces to make a separate agreement with the Carrier which affects the rights of the Organization as established in the Agreement.

The Carrier contends that general guidelines have been effected to ensure harmonious work relationships between the signal and track forces.

These understandings purportedly empower the Carrier to utilize roadway forces to accomplish minor disconnection and reconnection signal work incidental to roadway work, where the Carrier has first endeavored to get a signal maintainer to do such work without success. Such work, upon re-installation, will be accomplished to the satisfaction of the signal forces. It also points out that Signal Maintainer Hinsley was not only agreeable but considered the track force willingness to do such work a favor to him.

Nothing was adduced from the record to indicate that the "general guidelines" referred to by the Carrier had been reduced to writing or otherwise formalized. There was an allusory reference by letter from the General Chairman to the Carrier, in appealing a negative decision at an earlier step in processing this claim, to "guidelines" but such reference offered no further detail. Nonetheless, the Carrier was clearly not trying to evade its obligations to assign and accomplish such work with signal force members. There was no reason for the Carrier to assume it had not satisfied its contractual obligation by contacting Signal Maintainer Hinsley; his failure to perform the work or arrange for its performance by signal forces cannot jeopardize the Carrier.

The record does not support the Organization's contentions or the claim for punitive compensation for the Claimant.

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

The work performed was properly that of the signal forces, but sufficient reason existed to support the Carrier's actions in performing such work with roadway forces.

A W A R D

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 14th day of April 1978.