

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22683
Docket Number SG-22831

Martin F. Scheinman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(Chicago & Illinois Midland Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and Illinois Midland Railway Company:

On behalf of Assistant Signal Maintainers H. J. Neathery, who has a seniority date of 4-29-74, and J. R. Edmonds II, who has a seniority date of 5-14-75, for all time and benefits lost beginning with Friday, March 17, 1978, account their positions at Springfield, Illinois being abolished effective at the close of business Thursday, March 16, 1978, as per your Bulletin No. 206 dated March 9, 1978, and is to continue in full force and effect until both employees are returned to service with all rights unimpaired." [Carrier file: MP-BRS-7]

OPINION OF BOARD: Carrier, in Bulletin No. 206, dated March 9, 1978, announced the abolishment of two Assistant Signal Maintainer positions effective March 16, 1978. H. J. Neathery and J. R. Edmonds II held the positions that were abolished.

The Organization claims that the abolishment of the two positions violated a Letter of Understanding between the parties, dated June 23, 1976. It asks that Neathery and Edmonds be paid for all time and benefits lost beginning with Friday, March 17, 1978, account their positions being abolished effective at the close of business on Thursday, March 16, 1978.

In May, 1976, Carrier notified General Chairman Woodruff of its decision to discontinue using Company communication lines Springfield to Pekin and instead to utilize the services of the Illinois Bell Telephone Company to perform certain functions. The Organization requested, and received, a meeting to discuss the proposed change.

Those meetings resulted in a Letter of Understanding dated June 23, 1976. It states:

"The carrier is agreeable to confirm its verbal assurance that there will be no force reduction of existing signalmen employes (*six) due to contracting out this communication work (approximately 16% - equivalent of one man of the signalman force), i.e.:

- '1. To replace the existing dispatcher line from Shops to Pekin, including any necessary equipment attached thereto, with leased facility from Illinois Bell.
2. To replace the existing business line from Shops to Pekin, including all equipment attached thereto, with leased facility from Illinois Bell.
3. To replace the existing radio remote line (old message phone) from Shops to Powerton, utilizing the existing leased radio equipment."

Carrier's decision to abolish the two positions was due to a loss of business caused by the coal strike of 1977, as well as the severe weather conditions in the Midwest during the early months of 1977. Carrier claims that the Letter of Understanding of June 23, 1976 does not prohibit it from abolishing positions based on the circumstances which existed in 1977, e.g., the coal strike and freezing weather conditions.

It is the position of the Organization that the Letter of Understanding precludes a force reduction of the six employes named in the letter for any reason. In its view, Carrier is obligated to retain Neathery and Edmonds.

The Letter of Understanding of June 23, 1976 is clear on its face. Its purpose is manifest. The Letter is intended to address the impact upon signalmen employes caused by communication work being shifted to Illinois Bell. The Carrier assured the Organization that there would be "no force reduction of existing signalmen employes (six*) due to contracting out this communication work." (Emphasis supplied).

The Letter of Understanding was not intended to cover reductions caused by other factors. Contracting out is its only concern. It does not address the circumstances raised here. As such, the Letter of June 23, 1976 cannot be used to limit the Carrier's decision in this situation. The claim 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 Employee involved in this dispute are respectively Carrier and Employee 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 not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 14th day of December 1979.