

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 29995
Docket No. SG-30613
94-3-92-3-372

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(Union Pacific Railroad Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:

Claim No. 1

Claim on behalf of Brother W.D. Hagood, II, for six (6) hours at his overtime rate of pay, because the Carrier violated the current Signalmen's Agreement, as amended, particularly, Rules 54 & 61, when it allowed track forces to remove bonds between MP 661 and MP 567, December 20 through 22, 1990. Carrier File 910354. BRS Case No. 8621-UP.

Claim No. 2

Claim on behalf of Brother S.S. Thompson, for six (6) hours at his overtime rate of pay, because the Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 54 and 61, when it allowed track forces to remove bonds between MP 661 and MP 567 from December 20 to 22, 1990. Carrier File 910350. BRS Case No. 8622-UP.

Claim No. 3

Claim on behalf of Brother D.L. Johnson, for four and one-half (4.5) hours at his overtime rate of pay, because the Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 54 and 61, when it allowed track forces to remove bonds between MP 661 and MP 567 from December 20 to 22, 1990. Carrier File 910349. BRS Case NO. 8623-UP."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

All three claims in this docket concern maintenance of way forces removing bond wires along approximately 100 miles of Carrier's tracks within the State of Wyoming in December 1990, during a period of extremely cold weather. The Organization argues that work connected with the removal of bond wires is reserved to Signal Department employees under the specific language of Rule 54 of its Agreement. Rule 54 provides:

"RULE 54 - REMOVAL OF BOND WIRES

In changing or repairing old rail, when bonds and/or track wires are removed while rail is in the track, the work will be performed by Signal Department employees. It is understood that the removal of bonds or track wires after rail has been removed from track may be performed by other than Signal Department employees."

Carrier acknowledges that in normal circumstances, when rail is replaced, Signal Department employees coordinate bond and track wire removal work with maintenance of way crews doing the track work. In December 1990, though, it argues that an emergency existed, which required extraordinary measures. The track was out of service and maintenance of way forces performed the simple task of "breaking bonds." Carrier insists that Rule 54 is only applicable in instances of programmed work and not emergency service.

Carrier's argument that Rule 54 is only applicable in instances of "programmed work" is misplaced. Work specifically delegated to certain classes of employees (by specific contract language), as is the situation here, remains work delegated to that class of employees in bona fide emergency situations as well as nonemergency situations, if the employees to whom the work had been

delegated are available to do the work without prolonging the emergency. The record in this case is conclusive; Signal Department employees were just as available to do the work as those maintenance of way forces that removed the rail bonds. The claims have merit and will be sustained.

A W A R D

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Catherine Loughrin
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 21st day of January 1994.