



Award No. 5897

Docket No. 5788

2-B&O-EW-'70

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harold M. Gilden when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 30, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O.
(ELECTRICAL WORKERS)**

THE BALTIMORE AND OHIO RAILROAD COMPANY

Dispute: Claim of Employees:

1. The Carrier violated the controlling Shop Crafts' Agreement, as amended, particularly Rules 28, 125, 126, governing Electrical Workers in that, and/or, those departments specified in the Scope Rule, when Signal Department employees were permitted and/or assigned to install an electrically operated, kerosene burning hot air heater at Orleans Road, Cumberland Division.
2. That accordingly, the Baltimore and Ohio Railroad Company be ordered to compensate Division Road Force Electricians R. Bolyard and E. Spiker, sixteen (16) hours each at the applicable pro rata rate as a result of the aforementioned violation occurring between May 22 and June 9, 1967.

EMPLOYEES STATEMENT OF FACTS: This dispute arises from the failure of the Baltimore and Ohio Railroad Company, hereinafter referred to as the carrier, to assign to the Maryland District, electrical department road forces, the electrical work intrinsic to the installation of one electrically operated, kerosene burning hot air heater, at a point location on the Cumberland Division known as Orleans Road. The work was assigned instead to signal department employees, and the following time schedule reflects the names and dates on which signal department employees performed the complete installation, all dates inclusive, rest days excluded.

Logsdon M.	—May 22 to Jun 16, 1967—19 days
Sindy	—Jun 5 to Jun 16, 1967—10 days
Owns, A.	—May 22 to May 30, 1967—
	—Jun 5 to Jun 9, 1967—12 days
Switzer	—Jun 5 to Jun 9, 1967— 5 days
Woods W.	—Jun 5 to Jun 9, 1967— 5 days
Logsdon J.	—Jun 5 to Jun 9, 1967— 5 days

A formal grievance and time claim initiated with the proper local officer on June 30, 1967, declined July 14, 1967, subsequently handled on appeal up to

signal work, except in an "emergency" period which is defined as the period of time between the discovery of a condition requiring prompt action and the time an employee covered by the signalmen's agreement can be made available.

As the disputed work constituted routine installation of switch heaters, such work obviously did not meet the emergency criteria as defined in the scope.

Ice or snow in a power switch can interfere with the proper operation of that switch, which in turn can interfere with the operation of a signal system or interlocking system, thus creating a condition which could seriously delay the movement of trains. Switch heaters are installed to prevent ice and snow from causing such train delays.

As the operation of a signal system or interlocking system can be adversely affected by an inoperative power switch, we submit carrier properly assigned signal employees to install switch heaters in power switches.

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Seeing that the Carrier's Signal Department employees, and their duly authorized representative, Brotherhood of Railroad Signalmen, were given notice of the pendency of this dispute, pursuant to Section 3, First (j) of the Railway Labor Act, and said Organization did intervene in these proceedings, the question of whether or not, in the absence of such notice, this Division has the authority to adjudicate this dispute, is no longer a factor in this case.

By running the power to a fused switch box in a Signal Department bungalow at Orlans Rd., West Va., it is readily apparent that the electricians did handle "power feed to point of delivery to Signal Department equipment", that being the criterion enunciated in Award No. 2285, NRAB, Second Division. Because the switch heaters dealt with in this case are located beyond said craft line of demarcation, it was fitting to assign Signalmen to run power to these devices. Actually, the electricians concede that on the basis of the precedent espoused in Award No. 2285, they do not have a claim to such work.

What remains at issue here is a claim on behalf of two electricians for penalty pay totalling 32 hours at the pro rata rate in connection with the Signalmen's installing five switch heaters at Orlans Rd. in May and June, 1967.

With respect thereto, the record shows that, with the exception of the power feed to signal facility handled by electricians, all electrically operated, remotely controlled, kerosene burning, hot air switch heaters on the B&O have been installed by Signalmen. All of these switch heaters are coupled to and operated through CTC circuits in the same manner as are power switches and signals. The particular switch heaters involved in this claim are remotely controlled by Operators at Patterson Creek, a point about 32 miles distant from Orlans Rd.

Considering that the switch heaters are purchased as a complete unit, with motors, wiring and controls already inserted by the manufacturer, the Carrier is not obligated, under the provisions of Electricians Classification Rule 125, to piece-meal the handling of component parts thereof. See Awards 2377, 2458 and 4091, NRAB, Second Division.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 17th day of April, 1970.