

**Award No. 6082**

**Docket No. 5890**

**2-B&O-EW-'70**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee John J. McGovern when award was rendered.

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**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. That the Baltimore and Ohio Railroad Company violated the current agreement by assigning Signal Department employes to perform Communications Electrical Workers work of wiring AC power in and to Hot Box, TFM Carrier Equipment at Edineau, Pennsylvania on March 27, 1968.

2. That accordingly the Carrier be ordered to compensate Telephone Maintainer J. R. Hartman for four (4) hours pay at the applicable pro rata electricians' rate for work which he should have been called upon to perform.

**EMPLOYEES' STATEMENT OF FACTS:** Telephone Maintainer J. R. Hartman, hereinafter referred to as the claimant, holds system seniority as such, in the carriers' communications department, maintaining headquarters at Pittsburgh, Pennsylvania which services communications lines and equipment at Edineau, Pennsylvania.

Along the carrier's right of way at Edineau, Pennsylvania lies a way-side bungalow housing both signal and communications equipment, each physical installation separate and apart from each other. The instant dispute involves the signal department employes installing a power feed from a distribution point within the bungalow to, and in, a rectifier used exclusively for communications purposes on their Speech Plus Data Panel and used in connection with hot box, TFM carrier equipment on March 27, 1968.

A formal grievance and time claim was filed with communications superintendent P. A. Flanagan on April 8, 1968, declined June 6, 1968, subsequently handled on appeal up to and including the highest officer of the carrier designated to handle such claim, all of whom have declined to make a satisfactory adjustment.

**No. 7227:** "It is a fundamental rule of contract construction that where exceptions to the general application of a provision thereof are present, all other exceptions are presumed to have been considered and excluded by the parties."

**No. 17059:** "There being no other exceptions appearing in the Agreement, none other will be implied. See Awards 16830, 15876, 15467, 13863, 13478."

The foregoing principle should also be kept in mind in connection with General Chairman Guscott's letter of November 6, 1959, quoted above. In that letter, Mr. Guscott explained it was understood that the installation and maintenance of hot box detectors is signal work, with the exception that when a carrier is used to transmit information from the detector to the graph over existing communication wires, the maintenance of such communication wires will not accrue to signal employees.

The 110-volt circuit involved herein was not the circuit described in Mr. Guscott's letter as the one "used to transmit information from the detector to the graph over existing communication wires;" it was part of the installation.

In view of the foregoing, we submit carrier properly assigned signal employees to install the 110-volt circuit in question.

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

The carrier or carriers and the employe or employees 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 were given due notice of hearing thereon.

At Edineau, Pennsylvania, Carrier has a way side bungalow constructed and used primarily for the housing of certain "Hot Box Detector" equipment which was installed by employees of the Signal Department. There is also housed in this bungalow a transistorized frequency modulated carrier rack, commonly referred to as a TFM Carrier rack, which is an integral part of the "Hot Box Detector" equipment since it is necessary that the signal received from the track scanner of the detector pass through the signal equipment in the way-side bungalow and then into the TFM Carrier equipment for further transmission to a receiving center at Pittsburg, Pennsylvania, where transmissions are monitored and if necessary arrangements are made to actuate signals to stop trains at the next block in the event adverse readings are received.

On March 27, 1968, Signal Department employees, while performing work in connection with the installation of the hot box detector and signal equipment within the confines of the bungalow, connected two 110 volt power wires through a "Sola" transformer. The latter is connected to a power transformer relay and connects the TFM Carrier rack to the signal power

line when it is energized and to a signal battery operated inverter when the signal power is de-energized in case of emergency during a power failure. The connection made was a "hard" connection as compared with an alternate method of using a standard 110 volt receptacle as is common in American households and using a male plug on the cord extending from the TFM Carrier to be plugged into the power source. No receptacle or plug were used, but instead the wires extended from the Carrier were connected directly to the lead in wire from the power source.

It is the position of the Claimant that the connecting of the TFM Carrier to the AC power was work which he should have performed rather than Signalmen. The principal question presented is whether or not the installation of power feed and the connecting of same to TFM Carrier equipment located in signal houses and used exclusively for the transmission of signals received from "Hot Box" detections accrues to employes of the electrical craft, under the scop crafts agreement, and if such work is normally performed by that class of employee classified as telephone maintainers.

The Petitioner has relied on the Electricians Classification Rule 125, a careful examination of which reveals that the work in question is not specifically covered. Paragraph (a) of the Signalmen's Scope Rule does on the other hand include the work involved by the phrase "and all other apparatus considered as a part of the signal system". \* \* \*

As pointed out by Carrier, it has long been recognized that all wiring within a signal department facility is work normally performed by employes of the Signal Department. When the power source is other than signal power, we have other crafts entering into the work.

The burden of proof is on the Petitioner in this as in all cases, and he must show by substantial evidence that the work involved has been performed exclusively by his classification of employee. We find no such evidence in this record and will deny the claim.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: E. A. Killeen  
Executive Secretary

Dated at Chicago, Illinois, this 15th day of December, 1970.