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NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

Award No. 6343  
Docket No. 6166  
2-B&O-EW-'72

The Second Division consisted of the regular members and in addition Referee Robert G. Williams 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. That the Baltimore and Ohio Railroad Company violated the controlling Shop Crafts' Agreement, as amended, particularly Rule 28, 29, 125 and 126, governing Electrical Workers, as is applicable in those departments specified in the Scope Rule, when Signal Department employees were assigned to, and performed work accruing to Buffalo District Road Electricians in extending power wiring from main disconnect switch, underground to existing pole lines carrying C.T.C. signal lines.
2. That accordingly, the Baltimore and Ohio Railroad Company, hereinafter referred to as B&O or Carrier, be ordered to compensate Claimant Electrician R. L. Sutton four (4) hours pay at the applicable pro rata rate account signal employees extending a power feed, underground at a point location identified as Windfall Road-B&O Crossing 3761 on October 22, 1969, to existing C.T.C. pole lines.

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 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.

Since the Carrier's Signal Department employees, and their duly authorized representative, Brotherhood of Railroad Signalmen, were given notice of this dispute and intervened in these proceedings the Carrier's contention that this Division has no authority to adjudicate this dispute is no longer a factor in this case.

The Carrier in this case was installing a Centralized Traffic Control (C.T.C.) on its Buffalo Division. As a part of this system the power company provided service to a location and Electricians set service poles, installed meters, fused safety disconnect switches and necessary wiring to the meter side of the switch. Signalmen then connected a wire to the fused safety disconnect switch and ran wires down the poles, underground to a Western Union pole, then up the pole to existing signal lines. The connection of the wires to the signal lines was made directly without the use of a junction box, meter, relay case, caps, fuses, and the like. There were eleven such installations completed prior to the Claimant's claim in this case.

The Claimant has relied on the Electrical Worker's Classification Rule 125, whereas the Carrier relies on the Signalmen's Scope Rule which provides:

" . . . where power is supplied from other sources for Signal Department purposes, Signalmen's work will exclude work from such source to and including a fused switch or approved receptacle at designated point of delivery. Signalmen's work will include all work from such point of delivery to and including signal facilities."

The work in dispute in this case specifically falls within the Signalmen's Scope Rule. There is no substantial evidence showing that this work has been exclusively performed by Electricians. It has been generally accepted in prior Awards that the Electrician's work terminates at the point of delivery and Signalmen's work begins at this point where power is utilized for Signal Department facilities.

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 7th day of July, 1972.