

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Hubert Wyckoff, Referee

---

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA**  
**READING COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Reading Company that:

(a) The Carrier violated the Signalmen's working agreement when it assigned and caused persons not covered by the agreement to erect the steel prefabricated signal relay housing and its concrete foundations at "BY" Tower, Bethlehem, Pa., on or about December 27, 1949.

(b) The employees covered by the current Signalmen's Agreement who were adversely affected by this diversion of generally recognized signal work shall be compensated on the overtime basis of time and one-half for the actual amount of time consumed by persons not covered by the Signalmen's Agreement in the installation of this prefabricated steel relay housing and construction of the concrete foundations.

(c) The General Committee protests against continuance of the performance of such work by persons not covered by the Signalmen's Agreement subsequent to December 7, 1949, and claim is made that any employee who has been adversely affected by the diversion of signal work such as involved in this dispute since December 7, 1949, shall be compensated as stipulated in claim (b).

**EMPLOYEES' STATEMENT OF FACTS:** The signal work involved in this dispute consists of the installation and/or construction of steel (or concrete) prefabricated signal housings and the construction of their concrete foundations which has been or is now being assigned to employees classified in and covered by the Maintenance of Way agreement.

These signal housings vary in size from approximately 6' x 6' to 6' x 14' and are about 8' high and are of a type used generally on railroads throughout the country for housing signal apparatus. They are used on this property for the same purpose and entrance to them is restricted to Signal Department employees by the medium of a special padlock designed for exclusive use and to safely secure signal appliances and appurtenances.

The Scope rule of the current Signalmen's Agreement embraces all of the work enumerated therein and among other provisions contains an all-inclusive clause reading, "\* \* \* and all other work generally recognized as

to December 7, 1949, and claim is made in behalf of employes who may be adversely affected thereby. The Signalmen's Brotherhood has not heretofore presented any evidence or instances of work such as involved in the instant case being performed subsequent to December 7, 1949, adversely affecting any employes covered by the Signalmen's agreement, therefore, this part of the claim is unjustified and without merit and should not be considered.

Under the facts and evidence and for the reasons set forth in the foregoing, the Carrier maintains the work in connection with the erection of the prefabricated steel building at Bethlehem during the month of December, 1949, was not work generally recognized as signal work or signal appurtenances but was properly work to be performed by the Bridge and Building forces under the Maintenance of Way agreement. Further, there was no violation of the Signalmen's agreement and the claims are not supported by the rules and are, therefore, without merit and Carrier respectfully requests the Board to find the claim unjustified and deny same in its entirety.

**OPINION OF BOARD:** This claim presents the question whether the construction of concrete foundation and the erection on it of prefabricated steel or concrete signal relay housing was within the Scope Rule of the Signalmen's Agreement.

The structures are described in detail in the submissions. They stand 8 feet high and are about 6 by 12 feet.

The work complained of was performed by employes covered by the Maintenance of Way Agreement: the foundation was performed by mason force and the building was erected by tinmiths.

We assume that Signalmen were competent to perform the work; and indeed they did so on at least 24 different occasions between January 13, 1942 and October, 1949. The work was taken from them upon complaint of Maintenance of Way employes who claimed the work belonged to them.

Originally, signal appliances and appurtenances at signal and interlocking locations were simple and could be properly housed in boxes or cases which were mounted on posts or brackets. These boxes were commonly referred to as "relay cases"; and they were either purchased or constructed and repaired by Bridge and Building forces in their shops without any question. By the same token, the Signalmen here do not question the right of other crafts to build the prefabrications so long as Signalmen erect and install them at the locations.

About 1905 the Carrier constructed a number of brick battery houses, and in 1917 concrete battery houses, to house signal apparatus. They were comparable in size to the structures here in dispute and some of them are still maintained by employes under the Scope of the Maintenance of Way Agreement.

In 1941 the Carrier started an extensive signal improvement program and adopted the model signal housing above described as standard equipment. In some instances signal appliances and appurtenances are housed in structures which are used for other purposes, such as offices for railroad officials, operator of the interlocking plant, signal maintainer, etc. By confession the claim does not comprise housing which has such a common purpose. The claim is therefore restricted to the structures complained of which are used exclusively to house signal appliances and appurtenances.

The Agreement does not by specific terms include within its Scope the construction, installation or maintenance of structures; but it does include:

"all other work generally recognized as signal work".

There is a marked distinction between affixing a box to a post and the construction of the housing in question here. These structures, regardless

of their exact size, were buildings. And although they were constructed for the exclusive purpose of housing signal apparatus, they were still simply buildings without any distinguishing feature which would render their use peculiar to the storage or housing of signal apparatus.

We do not think that the construction of buildings is a type of work common to a number of crafts, like cutting limbs off trees (Award 3638) or digging holes and trenches (Award 5161) or maintaining wooden decking on signal bridges (Award 5249).

Once the building as such is constructed, Signalmen's work would, of course, thereupon include all further installations which give the building any distinguishing features as a structure devoted to the housing of signal apparatus.

Since the construction was clearly not within the Scope Rule of the Agreement, the prior practices are not controlling.

We reach this conclusion independently of Award 4845 which construed the Scope rule of another craft.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. I. Tummon  
Acting Secretary

Dated at Chicago, Illinois, this 20th day of March, 1951.