

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19314
Docket Number SG-17469

Thomas L. Hayes, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Baltimore and Ohio Railroad Company
that:

(a) The Carrier violated the Signalmen's Agreement, particularly when, on June 24, 27, 28, 29, and 30, and July 1, and 5, B&B Department employees grouted the car retarder foundation at Westbound Hump, Cumberland, Maryland.

(b) B. L. Cowgill, Signal Foreman, W. R. Woods, Maintainer, J. D. Logsdon, W. W. Lantz, Maintainers, now be allowed an equal amount of time at their individual applicable rates.

OPINION OF BOARD: On June 27, 29, 30 and July 1, 1967 B&B forces grouted the Master Retarder foundation at Westbound Hump, Cumberland, Maryland.

It was necessary that this type of work be done to re-establish correct grades and avoid further settlement.

The Brotherhood of Railroad Signalmen who brought this claim before the Board alleges that Carrier violated the Signalmen's Agreement when it assigned the grouting work to B&B Department employees because such work, the Brotherhood contends, belongs to Signal forces.

The grouting which was done resulted from the fact that the earth-fill under the whole car retarder and track structure was causing trouble. The B&B forces forced softened concrete mix, by the pressure method, into the area where the weak earth-fill condition had worsened.

The Signalmen say that what B&B forces did amounted to maintenance and/or repair work on the foundation and they argue that since, on the basis of a prior award, the construction of the foundation for the car retarder was found to be covered by the Signalmen's Agreement, it follows, they state, that its maintenance and/or repair is likewise covered by the Scope Rule.

The record gives no indication that Signalmen ever performed any grouting work in earth fills of the kind involved in this case while, on the other hand, the Maintenance of Way Agreement with the Carrier makes it clear that all concreting by the gunite method (Pressure method) is to be performed by B&B employees.

Our conclusion that Carrier properly allocated such grouting work to employees under the Maintenance of Way is also supported in the fact that the grouting was to stabilize earth-fill under the general track structure.

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

That the parties waived oral hearing;

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: E. G. Kellen
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1972.