

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19428
Docket Number SG-16858

Robert M. O'Brien, Referee

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

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

(a) Carrier violated and continues to violate the Signalmen's Agreement particularly the Scope, when, on or about November 10, 1965, and thereafter, other than Signal Department Employees were assigned to install and maintain a control machine and/or other transmitting and receiving devices at Grafton, Burnsville Junction, Centralia, and Erbacon, West Virginia, for the purpose of controlling and indicating the signals and associated equipment between Grafton and each of the latter three locations mentioned.

(b) Signal Foreman L. Hanlon, Jr., Signalman W. D. Mayle, Signalman H. Siders, Jr., Signalman J. E. Lucas; Assistant Signalman L. Siders, Assistant Signalman J. L. Towner, Assistant Signalman J. E. Davis, Assistant Signalman K. E. Rheinhardt; Signal Foreman P. D. Klepfel; Signal Maintainer R. B. McCue; Assistant Signalman J. Gray; Signal Maintainer H. W. Richardson and/or their successors, be allowed an amount of time at their individual applicable rates equal to that consumed by other persons in installing and maintaining the signal systems at Grafton, Burnsville Junction, Centralia, and Erbacon, West Virginia.

OPINION OF BOARD: The dispute arises from Carrier's failure and/or refusal to assign to Signal Department employees the installation and maintenance of a control machine and/or other transmitting and receiving devices. The claim involves the installation and maintenance of "carrier" equipment and control machine. It is the Organization's position that the installation, maintenance, testing and repair of said equipment accrues to employees covered by the Signalmen's Agreement and that Carrier violated the Scope Rule of said Agreement by allowing telephone maintainers represented by the IBEW to perform this work.

Carrier defends contending that the installations are not being used to operate signals governing train movement; the equipment was not installed for signal purposes only, it is used jointly for communication and signal purposes, and that the work in question has been historically and traditionally work of the Communication Department and does not accrue to employees covered by the Signalmen's Agreement.

Relative to the "carrier" equipment, we feel the claim is governed by Awards 18898, 19000 and 19131 involving the same parties, and the same contentions raised herein, and we do not find those Awards palpably in error. Consequently, we find that the "carrier" equipment installed in this instance was installed as part of an overall communications system and this work belongs to telephone maintainers not claimants. Carrier further contends that the control machine also was installed as part of an overall communications system and consequently the installation and repair thereof belongs to telephone maintainers. It is the opinion of this Board that the reasoning in Awards 18898, 19000 and 19131 is applicable herein and we find that the Organization has failed to adequately refute the Carrier's contention.

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. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 29th day of September 1972.