

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20712
Docket Number SG-20600

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The 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:

Claim No. 1:

Claim (a) The Signalmen's Agreement was violated by the welding unit in charge of Mr. Clyde Kennell, when the unit recently thermo welded approximately 40 joints on the recently installed welded rail between Mile Post 38 pole 20 to Mile Post 45. The welding unit removed all cadweld signal bonds installed by signal forces. The violation occurred between August 14, 1972, and August 29, 1972, a total of twelve days.

(b) The Carrier instructed Signal Maintainer Harrison Mickey not to follow the welding unit and remove the bonds from the joints to be welded.

(c) Harrison Mickey now be allowed one hour at time-and one half rate of pay par day for twelve days. /Carrier's file: 2-SG-59/

Claim No. 2:

Claim (a) The Signalmen's Agreement was violated when Mr. W. R. Flinn, Signal Supervisor, instructed Signal Maintainer E. K. Dunn, Jr., on August 15, 1972, not to follow the welding unit in charge of Mr. Clyde Kennell, when the unit thermo welded approximately 44 joints between August 30, 1972 and September 15, 1972 on the recently laid welded rail between Mile Post 16-03 and Mile Post 21-30. The welding unit removed the cadweld signal bonds installed by the signal forces.

(b) The Carrier violated the Signalmen's Agreement by having the welding unit remove the signal bonds.

(c) Signal Maintainer E. K. Dunn, Jr. now be allowed one-hour per day at one and one half rate of pay for a period of twelve days. /Carrier's file: 2-SG-60/

OPINION OF BOARD: The Claims herein arose as a result of the installation of continuous welded rail on Carrier's Wheeling and Pittsburgh Subdivision during August 1972. The issue is whether the Scope **Rule** of the Agreement was violated when **employees** of the **Maintenance** of Way Department, welders, removed the bond wires from the joints in the course of making their welds. An identical dispute involving the same parties was before this **Board** and resolved by Award 20536.. In that Award we held that the knocking off and scrapping of bonds in the course of installing continuous welded rail was not work covered by the Scope **Rule** of the Signalmen's Agreement since that work did not include repairing or replacing of the bond wire. That Award is controlling in this dispute and must be followed.

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

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this **9th** day of May 1975.