Award No. 11437
Docket No. SG-11113

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA (TEXAS AND NEW ORLEANS RAILROAD COMPANY)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Lines in Texas and Louisiana (Texas and New Orleans Railroad Company) that:

(a) The Carrier violated, and continues to violate, the current Signalmen's Agreement, as amended, especially the Scope, when on or about February 5, 1958, it assigned and/or permitted employes of the welding department, who hold no seniority or other rights under the Signalmen's Agreement, to perform signal work in connection with the maintenance of rail head signal bond wires.

(b) The Carrier now compensate Mr. T. W. Busby at the pro rata Signalman's rate of pay for each day, beginning February 5, 1958, and continuing until such time as this signal maintenance work on rail head signal bond wires is properly assigned to signal employes.

EMPLOYES' STATEMENT OF FACTS: The Carrier had assigned a Maintenance of Way welding gang to build up the worn and/or battered rail ends to provide a smoother joint where the rails are connected together. This is accomplished by the use of a heating and welding process which increases the temperature of the end of the rail to such an extent that the signal bond wire is affected. In all cases, protective measures are taken to protect the bond wire. In some cases it is necessary to replace the bond wire that had been subjected to the excessive heat. On December 30, 1957, the Carrier assigned Mr. T. W. Busby to a position of Signalman with headquarters in outfit cars. The duties of that position consisted of the signal work in connection with the bond wires that were affected by the welding. On or about March 7, 1958, the Carrier abolished the Signalman position to which Mr. Busby had been assigned and caused him to have to accept a position in a lower class. After the Carrier abolished the Signalman position, it assigned the welding forces to perform the signal work in connection with protecting the signal bond wires against the heat from the welding process. Inasmuch as the work of maintaining signal bond wires is signal work and the employes on the welding gang have no seniority or other rights under the Signalmen's Agreement, Mr. L. Y.

ganization is a third party involved in the dispute and the Board should take no action until that Organization has been given a notice of hearing, in accordance with the Railway Labor Act. The Carrier also asserts that the claim should be dismissed without consideration of the merits because it is not the same claim considered on the property of this Carrier prior to its submission to the Third Division. In event the Board fails to dismiss the dispute for reasons asserted above, then in that event the Carrier states that it has been the practice on this property to assign the work in question to welder helpers or welders and the work cannot be considered as construction, installation, maintenance and repair of signals nor can it be regarded as work generally recognized as signal work. For those reasons, we respectfully request that the Carrier's position in this matter be sustained.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier's Maintenance of Way employes use a welding process to "build up" ends of rails that have become worn because of wheel poundings.

The Carrier uses two types of railhead signal bonds. One is the plug type bond which must be replaced after welders have built up rail ends. The other type railhead signal bond used by Carrier is called the Cadweld signal bond.

It is not disputed that the installation, maintenance and repair of either type bond is exclusively the work of Signalmen.

When the Carrier builds up rails to which plug type bonds are attached the replacement of the bonds is done by Signalmen.

Carrier had found, through years of experience, that by covering the Cadweld bond with a protective coating of boiler lagging (asbestos) mixed with water or a clay paste, the railhead welding only occasionally injures the bond. A welders helper applies the protective coating. Signalmen contend that the application of the protective coating constitutes maintenance of the bond and is work exclusively reserved to Signalmen.

It is to be noted that there is no question that the installation, repair, replacement, or maintenance of a Cadweld bond is exclusively the work of Signalmen; and, there is no evidence that the welders have ever performed any work on a Cadweld bond damaged by railhead welding.

The issue is whether the application of the protective paste is "maintenance" of the bond and "work generally recognized as signal work." We hold that it is not. We will deny the claim.

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 Employes involved in this dispute are respectively Carrier and Employes 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of May 1963.