

Award No. 12723
Docket No. SG-11655

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Francis M. Reagan, 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 when it transferred the work of laying out, fitting, drilling, riveting, and/or welding toe plates and rail braces in preparing gauge plates for interlocking switches at D Tower, Grafton, West Virginia, to employees not covered by the Signalmen's Agreement.

(b) Signal Department employees P. D. Klepfel, L. C. Hanlon, and J. T. Gray, be paid for an amount of time equal to that consumed by Shop Craft employees in performing this work.

EMPLOYEES' STATEMENT OF FACTS: For the past 40 years on this property, the Carrier's field signal forces have received from the Maintenance of Way Shop at Martinsburg, W. Va., gauge plates for installation in the field which were not completely assembled. The gauge plates which constitute the subject matter of this claim are those which are used at signal interlocking plants on the three ties at the switch point of interlocked and spring switches to assure maintenance of proper track gauge. In the past the gauge plates as furnished by the Maintenance of Way Shop were sent to the field signal forces without the base plate and riser plate attached. The signal forces required to rivet or weld the base plate to the gauge plate, rivet the rail braces to the gauge plate and do all other work necessary to complete the assembly of the gauge plate for installation.

About a year ago, the Carrier changed the established practice and the gauge plates were completely assembled by the shop craft forces in the Maintenance of Way Shop before they were sent to the signal forces in the field.

On or about August 14, 1958, gauge plates completely assembled were received by the field signal forces for installation on interlocking switches at D Tower, Grafton, W. Va. In view of the fact that a large part of the gauge plate assembly, which for the past 40 years has been exclusively performed

CARRIER'S SUMMARY: The Carrier submits that in this case there is no valid claim coming from employees under the scope of the Signalmen's Agreement. This claim at both its parts (a) and (b) are wholly without merit and should be denied. The Carrier respectfully requests that this Division so rule and that the claim in its entirety be denied.

OPINION OF BOARD: Contention in this case arose out of the use by the Carrier of gauge plates for interlocking switches at D Tower, Grafton, West Virginia that had been wholly prefabricated in its Maintenance of Way Shop at Martinsburg, West Virginia.

Claim was made this use of wholly prefabricated gauge plates violated the Scope Rule of the Agreement between the parties dated October 1, 1951 in that it diverted the laying out, fitting, drilling, riveting, and/or welding toe plates and rail braces in preparing gauge plates from the Signal Forces.

FACTS OF THE CASE

1. Carrier had introduced and was using in connection with the interlocking switches at D Tower, Grafton, West Virginia a standardized rail in furtherance of a system standardization program.

2. The whole fabrication of the gauge plates in shop contrasted with field laying out, fitting, drilling, riveting and/or welding toe plates and rail braces in preparing gauge plates was in furtherance of Carrier's standardization program.

3. That signalmen continued to install the shop fabricated gauge plates as they did in the past the field prepared ones.

A careful review of the record confirms the fact that the Carrier in line with its program of standardization should be able to use this standardized prefab gauge plate.

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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of July 1964.