

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, 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 Signalmens' Agreement, especially the Scope Rule, when, on August 16, 1960, and September 7, 1960, employes of Sauer, Inc., Contractors, were assigned to install an air compressor and air line within the tower at the westbound hump, Cumberland, Maryland.

(b) Members of Signal Gang No. 2, as listed below, now be allowed an amount of time equal to that consumed by other employes in performing this generally recognized signal work:

B. L. Cowgill	Signal Foreman
F. W. Gary	Signalman
R. L. Snyder	Signalman
C. A. Machamer	Signalman
R. T. Perrell, Jr.	Signalman
D. D. Cole	Signalman
W. R. Woods	Signalman
O. J. Owens	Assistant Signalman
J. R. Rexrode	Assistant Signalman
W. L. Martz	Assistant Signalman
C. P. Paul	Assistant Signalman
J. Predergast	Signal Helper
J. Stewart	Signal Helper

EMPLOYEES' STATEMENT OF FACTS: On August 16 and September 7, 1960, the Carrier permitted persons not covered by the Signalmen's Agreement to install an air compressor and air line at its westbound hump yard at Cumberland, Maryland. The compressor is an electric motor driven device. The air line was connected to the compressor and extended to the Signal Maintainers' room and to a point about eight feet from the building housing the compressor.

The significant point in this case is that the Signalmen's Committee has made no argument whatever that the work of grading and track work on the new improvements at Cumberland belong to signal forces. On the contrary, the Signalmen's Committee has at least tacitly admitted that all such work properly belonged to the Carrier's Maintenance of Way Forces. The Carrier's Water Station forces (pipefitters) work in close conjunction with the track forces in the Maintenance of Way Department. For example, the only work performed by employees under the BMW contract in the new installation to which signal forces laid claim was the installation of a concrete structure of considerable size to support the primary retarder, work which frankly neither by rule, skill, training nor ability could have been satisfactorily performed by signal forces. This dispute is currently docketed before this Division as Docket SG-12898 (SG v B&O). It is significant that the signal forces laid no claim whatever to the grading and track work on the new improvement.

As a matter of information, following the completion of the necessary grading and track work, the installation work associated with the retarder mechanism itself was performed in its entirety by the Carrier's signal forces, the only exception to such assignment being certain wiring and fitting of very complicated relay instrument cases, racks and housings that involve the automatic control of the retarder and automatic switching through the use of electronic and analog computing equipment techniques, re-wiring and fitting necessarily done at the factory of the General Railway Signal Company. All the work associated with the outside wiring of the new retarder apparatus system at Cumberland was performed by the Carrier's signal forces. The setting and connecting of the car retarders, the setting and connecting of the switch machines, the installation and wiring of the control machine and the setting and connecting of signals together with other items necessary to form the completed car retarder system, generally used in signal work, was performed by the Carrier's signal forces.

The work in dispute in this case was directly associated with the grading and track work. Since the signal forces have made no claim either to the grading or to the track work in the new classification yard, there is no adequate or acceptable reason why the installation of the air compressor and air line used to tamp ballast under the retarder units and later to surface and maintain proper cross-level of the retarders, and to force concrete grout under the master retarder units, items of work plainly not signal work, should suddenly belong by agreement rule to signal employees.

In a word, there is no valid claim coming from employees under the scope of the Signalmen's Agreement. This claim in all its parts is 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: The claim in this case is based on the alleged violation of the Signalmen's Agreement on this property when on August 16, 1960, and September 7, 1960, employees of Sauer, Inc., Contractors, were assigned to install an air compressor and an air line within the tower at the westbound hump, Cumberland, Maryland.

This dispute directly concerns the installation of an air compressor and an air line connected to it, the air line extending fifty feet inside the tower into the Signal Maintainers' room and to a point eight feet from the building

which houses the compressor.

The compressor is an electric motor driven device, one of the prime purposes of the compressor system being to furnish compressed air for handling the tamping of ballast under a car retarder system which provides for all electric retarders with automatic retarder control; the Signalmen make use of the compressor as an aid in the performance of their duties in the maintenance of the retarder system. It is apparent from the record that the compressor is not used primarily nor exclusively for Signalmens' work. Claimants, further, have failed to establish they had an exclusive right under their Agreement to install the air compressor or air lines connected therewith other than the specific air line hereinafter referred to.

With regard to that particular air line extending fifty feet within the Signal Maintainers' tower and into the Signal Maintainers' room and to a point eight feet from the building which houses the compressor, it is perfectly obvious that this air line was used exclusively by Signalmen. This was at least tacitly admitted by the Division Engineer when he offered "to allow a reasonable claim for the running of the air line from the compressor to the Maintainers' room". It is, also, quite significant that the Carrier used shop forces, Carrier's employees, to extend the air line from a point near the compressor to the vicinity of the car retarders. Consequently, as to this particular air line into the Signal Maintainers' room, being for the exclusive use of employees under the Signalmens' Agreement, in the absence of a showing that there was no employee under the Agreement who was able or qualified to do the work required, the work involved was exclusively reserved to Signalmen under their Agreement.

As employees under the Agreement were deprived of this work to which they were entitled, they should be allowed as damages the pay at the pro rata rate for the number of hours actually required in installing the air line into the Signal Maintainers' room as hereinbefore described; this can be determined from a search of the Carrier's records. The balance of the claim is disallowed.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 been violated.

AWARD

Claim allowed in accordance with and to the extent indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of January 1965.