

Award No. 13763

Docket No. SG-13336

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, 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, especially the Scope Rule, when, on August 29, 30, 31 and September 2, 1960, Shop Craft employees were assigned to install an air line to the immediate vicinity of five (5) car retarders at the westbound hump, Cumberland, Maryland.

(b) The Members of Signal Gang No. 2, as listed below, now be allowed an amount of time equal to that consumed by other employees performing the work at issue:

R. L. Cowgill	Foreman
F. W. Gary	Signalman
R. L. Snyder	Signalman
C. A. Machamer	Signalman
R. T. Perrell, Jr.	Signalman
M. E. Avey	Signalman
O. J. Owens	Assistant Signalman
J. P. Harmon	Assistant Signalman
T. E. Hull	Assistant Signalman
C. H. Adams	Assistant Signalman
J. R. Rexrode	Assistant Signalman
C. J. Grimm	Helper
L. R. Bolyard	Helper

EMPLOYEES' STATEMENT OF FACTS: On August 29, 30, 31, 1960 and September 2, 1960, the Carrier permitted employees other than those covered by the Signalmen's Agreement to install air lines in the vicinity

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: Petitioner contends that Carrier violated the Signalmen's Agreement by employing pipefitters, rather than Signalmen, to install an air line to the immediate vicinity of five car retarders at the westward hump in Cumberland, Maryland.

Carrier also used an outside contractor to install an air compressor and its connecting air line that extended fifty feet inside the tower into the Signal Maintainers' building and to a point eight feet from that building. The air lines in question in the present case are part of the same system, and extend from the aforementioned point eight feet outside the Signal Maintainers' building to the master retarder and each of the four other retarders; as previously indicated, the installation of these pipes was performed by Shop Craft employees, the pipefitters.

Petitioner filed a claim regarding the above use of an outside contractor, and in Award 13232 this Division sustained the portion of that claim that relates to installation of the air line by the outside contractor. The Board's theory in that case was that that section of the air line was used exclusively by Signalmen. The same Award denied the claim insofar as installation of the compressor is concerned on the ground that it is not used primarily or exclusively for Signalmen's work.

In the present case, Maintenance of Way men must use the air lines facing and maintaining proper cross-level of the retarders and in cleaning and working on the scales. The retarder system is entirely electrically operated and the air compressor service therefore is not the source of power for the retarders in this instance. This use by Maintenance of Way employees does not appear to be insubstantial or of a secondary nature.

In the light of these circumstances and the reasoning set forth in Award 13232, the claim will be denied.

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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of July 1965.