

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, 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 and continues to violate the Signalmen's Agreement when, on or about December 10, 1961, and March 12-13, 1962, track forces were assigned to install and maintain Racor Mechanical Car Retarders in classification tracks at the Westbound Hump, Cumberland, Md.

(b) The Signal Gang of Foreman B. L. Cowgill be allowed an amount of time equal to that consumed by other employees in installing and maintaining these car retarders.

EMPLOYES' STATEMENT OF FACTS: This dispute involves Carrier's action of assigning track forces not covered by the Signalmen's Agreement to install and maintain mechanical car retarders in classification tracks at the Westbound Hump, Cumberland, Md., and is based on our contention that such work accrues to signal forces.

The retarders in question were installed in the car retarder system at Cumberland to replace the manual skates that had been in use. A "skate" is a device placed on the rails in the classification tracks in a car retarder system, and its purpose is to permit a gradual retardation of a freight car and an easy stop. It also holds the cars after they have stopped as it acts as a block against the wheels. Manual skates are placed on the rails, and removed therefrom, by hand. The record in this case will show that the Carrier stated the mechanical car retarders involved herein were installed to eliminate the trouble and expense of placing and removing skates in classification yards.

Skates are maintained and repaired on this railroad by signal forces covered by the Signalmen's Agreement. The mechanical car retarders serve the same purpose as the skates—to retard freight cars as they near the end of the classification tracks in car retarder systems. Mechanical car retarders may also be used outside of car retarder systems, but in this case they are used in the car retarder system at Cumberland. Attached hereto, as Brotherhood's

July 30, 1956. Since the claim on behalf of unnamed people was void when filed, the failure to deny that part of the July 30, 1956 claim within the 60 day period cannot validate it. * * *"

The Carrier submits that the wage claim at part (b) of this protest is basically defective and necessarily must be denied for the failure of the Committee to name the claimant or claimants (except B. L. Cowgill) under an application of the Time Limit Rule.

OPINION OF BOARD: For the purposes of this case we will assume that the work of installing and maintaining car retarder systems in Carrier's classification yards is reserved to Signalmen.

The issue is whether the installation and maintenance of a device used to stop cars at the end of a classification track is a component of a car retarder system. The device consist of one running rail and two abrasion rails—standard track rails—connected by nine spring assemblies. It replaces skates.

When confronted with like facts and issue in Award No. 13910 we held that the device was not part of the car retarder system. For the reasons stated in that Award, which we incorporate herein by reference thereto, we will deny the instant Claim.

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 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 Carrier did not violate the Agreement.

A W A R D

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 September, 1966.

DISSENT TO AWARD NO. 14777

DOCKET NO. SG-14159

The Majority, by adopting the error of Award 13910 (see our dissent therein), do no credit to themselves. Our better reasoned Award No. 12968 should have been precedent here as well as in Award No. 13910.

Award No. 14777 being in error, I dissent.

/s/ **W. W. ALTUS**
Labor Member

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