

Award No. 16809
Docket No. SG-17359

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Robert A. Franden, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

READING COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Reading Company:

On behalf of Signalman J. C. Righter for monetary reimbursement for the equivalent of hours it would have taken to rebuild the following amount of Impedance Bonds:

14 ea. bonds - 12 hrs. per bond at \$3.0528 per hr. - \$512.82
6 ea. bonds - 12 hrs. per bond at \$3.0528 per hr. - \$219.78

Total amount of claim - \$732.60

(Carrier's file: 5201.2)

EMPLOYES' STATEMENT OF FACTS: This dispute arose because Carrier contracted with or otherwise arranged for a corporation (Transcontrol Corporation, Port Washington, New York) to rebuild impedance bonds. The employees of that company hold no seniority or other rights under the Signalmen's Agreement.

The basis of the claim is that impedance bonds are signal apparatus within the meaning and intent of the Scope of the Signalmen's Agreement, with the work of rebuilding them coming within the "Shop repairing" work covered by paragraph (c) of the Scope, such work accruing to Leading Repairmen classified in Rule 3 and/or to Repairmen classified in Rule 5(b).

We would like to point out, however, that an impedance bond is not the type of "bond wire" involved in Third Division Awards Nos. 6584, 8069, 9614, 11437, 11515, 13607, 14210 and 14424. Instead, it is a piece of apparatus which costs perhaps \$600 or \$700 each (the Organization does not have a price list for impedance bonds), and is described by the Signal Section of the Association of American Railroads as:

"An iron core coil of low resistance and relatively high reactance, used on electrified railroads to provide a continuous path for the return of propulsion current around insulated joints and to confine the alternating current signaling energy to its own track circuit."

muter branch while the Carrier was to be responsible for its installation and maintenance. The Brotherhood does not dispute the fact that its employees were accorded their rights with respect to the installation of the equipment. Moreover, all the purchased equipment is owned by the City as indicated by the specified name plate. These contracts further provided that the Carrier was to act as the agent for the City in the purchasing of the necessary equipment, subject at all times to the decision of the Project Engineer.

On March 18, 1966, Transcontrol Corporation of Port Washington, New York, the contract Manufacturer, advised Carrier's officials that a copper shortage prevented its timely delivery of the Impedance Bonds thereby threatening the completion of the entire project. (Carrier Exhibit C-1.) Transcontrol suggested that the Carrier supply it with spare bonds. On April 15, 1966 Transcontrol informed Louis T. Klauder and Associates that the Carrier had worn out bonds which could be supplied to the Manufacturer. (Carrier Exhibit C-2.) On April 25, 1966 the Project Engineers, Louis T. Klauder and Associates, advised Transcontrol that the suggested transaction was satisfactory. (Carrier Exhibit C-3.) On May 3, 1966 Carrier sold 27 used impedance bonds to Transcontrol on an "as is, where is" basis. These bonds were completely rebuilt and rehabilitated by Transcontrol and were subsequently purchased by the Carrier. These bonds are now the property of the City of Philadelphia and bear a name plate indicating, "PROPERTY OF THE CITY OF PHILADELPHIA."

The Agreement between Reading Company and Brotherhood of Railroad Signalmen of America, effective August 1, 1953 is hereby incorporated by reference in this submission.

(Exhibits not reproduced.)

OPINION OF BOARD: The record herein establishes unequivocally that the situation complained of arises from an arrangement whereby the City of Philadelphia arranged for the Carrier to act as its agent to purchase and provide supplies and equipment from Transcontrol Corporation for the construction of a rapid transit line, said supplies and equipment to be installed by the Carrier.

When Impedance Bonds immediately necessary for continuance of construction were not available, Transcontrol purchased from the Carrier salvageable Impedance Bonds; this was not violative of the Agreement. Thereafter, Transcontrol repaired said bonds and sold them to the City, which again was not violative of the Agreement.

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 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 27th day of November 1968.

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