

Award No. 16819
Docket No. SG-17650

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
WESTERN MARYLAND RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Western Maryland Railway Company that:

(a) Carrier violated the Signalmen's Agreement when other than Signal and Communication Department employes removed and stowed away a portable telephone and telephone table which had been in use by the wreck crew in cleaning up a derailment which had occurred in the vicinity of "GC" Junction, November 19, 1966.

(b) Mr. W. E. Bowser, Signal Maintainer, of this section now be allowed two and two thirds hours' pay at the time and one-half rate.

(Carrier's File: B. R. S. A. Case No. 1-1967.)

EMPLOYEES' STATEMENT OF FACTS: On November 19, 1966 there was a derailment of 12 cars on Carrier's property in the vicinity of "GC" Junction. It is standard procedure on this Carrier, under circumstances such as here prevailed, to install at the scene a temporary portable telephone by connecting to the Carrier's overhead phone line one end of a "twisted-pair drop" the other end of which is then connected to a portable phone table and phone.

Arriving at the scene ahead of the Claimant, another signal employe, Mr. Henry Rank, installed a portable phone as above except that he did not install a portable phone table. On December 5, 1966 the Carrier's Supervisor of Signals and Communications, Mr. C. W. Steininger, noted the absence of the phone table, reprimanded the Claimant for not having installed it, and ordered him to install it immediately. The Claimant complied.

On December 8, 1966 the phone and table in question were disconnected from the temporary "drop" by the Carrier's Wreckmaster, Mr. W. E. Phillips. This being a violation of the Signalmen's Agreement, a claim was filed on behalf of Claimant by Brotherhood's Local Chairman P. B. Bradfield. (Brotherhood's Exhibit No. 1.)

On the property the claim was handled in the usual and proper manner by the Brotherhood, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement. Pertinent correspondence exchanged on the property has been reproduced and is attached hereto, identified as Brotherhood's Exhibits Nos. 1 through 10.

There is an agreement in effect between the parties to this dispute, bearing an effective date of December 16, 1966, as amended, which is by reference made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: On November 19, 1966 at about 9:25 P. M., there was a derailment of 12 cars in a freight train in the vicinity of G. C. Junction, on the Carrier's Connellsville Subdivision. The derailment occurred on single track in centralized traffic control territory, and most of the cars in the derailment upset over an embankment. The railroad tracks were restored to service by Maintenance of Way employees late on November 20, 1966, but cars in the wreck were left along the right of way to be removed by the wreck crane. Because of the wreck and activities of the wreck train in this vicinity, the Signal and Communication Department employees installed several line drops for connecting portable telephones. These drops were twisted pair wires with one end connected to the overhead telephone line wires and brought down a pole so the opposite ends could be connected to the terminals of a portable telephone to the drop wires.

The portable telephone remained connected until about 4:00 P. M. on December 8, 1966 when the wreck train completed its work, at which time the Wreckmaster disconnected the portable telephone and table and placed them on the wreck train where they are kept. The claimant removed the line drop from the telephone wires during his tour of duty on December 9, 1966.

OPINION OF BOARD: The work in dispute is that involved in removing and storing a portable telephone and telephone table which had been used by a wreck crew engaged in cleaning up a derailment.

The applicable Scope Rule is insufficiently specific to protect the particular work herein involved, thus Petitioners' claim must fall absent a showing that such work had been by custom and usage reserved exclusively to the complaining craft. This was not done. On the contrary, Carrier's repeated assertions on the property that like work had been done by other crafts was never challenged by the Organization. In view of such assertions remaining uncontradicted, we will accept such as fact. Award 14385. The claim must therefore be denied.

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 19th day of December, 1968.