

Award No. 19000  
Docket No. SG-15550

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**

---

**Clement P. Cull, 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 current Signalmen's Agreement, as amended, when other than Signal Department Employees were permitted and/or assigned to install, maintain, repair, clear trouble, and revise carrier equipment at a repeater station located at Deshler, Ohio, in connection with the installation and operation of a Centralized Traffic Control System on the Akron-Chicago Division.

(b) Leading Maintainer H. Rankin; Signal Maintainers C. Mawer and L. Avey; and Assistant Signal Maintainer F. Schmaltz be allowed an amount of time at their individual, applicable rates equal to that consumed by others in performing this signal work, commencing sixty (60) days prior to March 31, 1964, and continuing as long as this violation exists.

**EMPLOYES' STATEMENT OF FACTS:** This dispute arises from Carrier's failure to assign to Signal Department employees on the Toledo Division Seniority District the installation and maintenance of certain components of a Centralized Traffic Control System upon which the System is dependent. The work was assigned instead to Communications Department employees.

The dispute involves the installation, maintenance, and repair of "carrier equipment" the function of which is the operation and control of the CTC System. The disputed equipment uses as a conductor between the control machine at Akron, Ohio, the repeater station at Deshler, Ohio, and field signal locations a CTC code line which was installed and is maintained by Signal Department employees. It does not use as a conductor communications circuits the installation and maintenance of which are performed by the Communications Department employees who are performing the disputed work.

A companion to this case is one identified by the Brotherhood as NRAB-1572-B.&O., for which a separate but similar ex parte submission is being prepared. Another dispute which has resulted in a case being currently handled with the Division is NRAB-1555-B.&O. It, too, involves the installation,

Carrier equipment \* \* \* required as part of the over-all installation, work wholly outside the scope of the Signalmen's Agreement on this property and work specifically coming within an application of the rules agreement of employees in another craft wholly outside the scope of that former agreement.

**Carrier's Special Statement As To The Nature Of The Claim Made:**

It will be observed that a substantial portion of the claim as made at (a) deals with the installation of the Carrier equipment at the repeater station located at Deshler, Ohio.

It will also be observed from the claim at Part (b) that the wage claim in this case commences " \* \* \* sixty (60) days prior to March 31, 1964, \* \* \*."

The record in this case indicates that the installation of the so-called "Carrier equipment" at the repeater station at Deshler, including necessary testing, was completed no later than January 21, 1964.

It is significant, therefore, to point out that a substantial portion of the claim as made in this case is not now properly before this Labor Tribunal.

It is also significant to point out that the Signalmen's Committee is also before this Board in a comparable case (Case 1572) making claim for the installation, maintenance, repair and revision work on this carrier equipment at the Deshler repeater station on behalf of signal employees on the Akron and Chicago Division Seniority Districts. The Carrier directs this Board's attention to the Committee's proceedings in that particular case.

It is apparent, therefore, that a substantial portion of the claim as made dealing with installation is not properly before this Labor Tribunal, either on the grounds that such work predated the initial date of the wage claim made here or else on the basis that an identical protest is now present in another proceeding before this same Board, but coming from employees on a different seniority district.

**OPINION OF BOARD:** The same issues involving the same parties were considered by this Board in Award 18898 and claim was denied. The sole difference is that a different seniority district is involved herein.

There is nothing urged by Petitioner which would require a different result in this case. Accordingly, claim will be denied for the reasons set forth in Award 18898.

**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 Contract has not been violated.

## AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: E. A. Killeen  
Executive Secretary

Dated at Chicago, Illinois, this 11th day of February 1972.

### Dissent to Award No. 19000, Docket No. SG-15550

Award No. 19000 cites as precedent Award No. 18898, same Referee. We had intended filing our dissent to Award No. 18898, but because of the technicality of procedure, we did not. Our reasons for disagreement with Award No. 18898 (and, because it relies on 18898, to the present award) are as follows.

Award No. 18898 is in error, and in adopting it the majority has succeeded first in demonstrating its lack of technical knowledge and, secondly, in relieving the Carrier of its contractual obligation to have its signal work performed by its Signalmen.

The majority has held that " \* \* \* the installation of the 'carrier equipment' was an integral part of an over-all communication system \* \* \*." Thus the majority accepted the Carrier's argument in spite of the Carrier's failure to show that anything more than the inert rack supporting the subject equipment was common to that equipment and communication equipment. There was no showing that the disputed equipment would in any way affect the integrity of the communication equipment. Thus, even if one holds the majority's premise to be correct, its finding is without support.

The majority's premise is also wrong. The Carrier contracted its signal work to its Signalmen and agreed that:

"No employes other than those classified herein will be required or permitted, except in emergency, to perform any of the signal work described herein. \* \* \*."

No emergency existed. The majority has erred, and I dissent.

W. W. Altus, Jr.  
W. W. Altus, Jr.  
Labor Member