

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20536
Docket Number SG-20040

Frederick R. Blackwell, 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:

(a) That the Carrier violated the Signalmen's Agreement, particularly the Scope, when it instructed Maintenance of Way welders to remove rail bonds before welding rail together.

(b) That each of the following Signal Maintainers now be allowed two hours and forty minutes at time and one-half rate of pay for each day commencing May 10, 1971, and to continue as long as this violation exists:

C. W. Franklin	ID 1-672074
W. L. Woolf	ID 1-672068
R. A. Free	ID 1-672054

/Carrier's File: 2-SG-52/

OPINION OF BOARD: The issue in this dispute is whether the Scope of the Signalmen's Agreement was violated by the removal of bond wires from rails by employees of the Maintenance of Way Department. The pertinent part of the Scope provisions refers to the "work of ... installation, inspecting, testing, maintenance, repair ... of: ... (i) Bonding of all track except in electrical propulsion territory."

The Signalmen say that the removal of the bond wires is within their Scope by reason of its specific coverage of bonding of all track except in electrical propulsion territory. Contrarily, the Carrier says the Signalmen's Scope is inapplicable because the bond wires were removed and scrapped in a situation which completely eliminated the need for bonding.

The dispute arose in connection with a two-step change-over to continuous welded rail. Long sections of welded rail were

first installed; the rail ends were joined by angle bars, and Signalmen installed signal bonds to these joints. The second step involved welding the joints with the Boutet welding method. This method uses a form to hold the rail ends together during the welding process, and in order for the form to function properly, the angle bars and bond wires must be removed. Trackmen removed the angle bars and knocked off the bond wires with hammers. The angle bars and bond wires were collected and put into the scrap pile. After the change-over to continuous welded rail was completed, the welded rail provided an adequate signal circuit and thus it was not necessary to re-install bond wire for use in the signal system.

The Signalmen call attention to several Awards which have sustained claims involving the cutting or breaking of bond wires by employees outside their Agreement. Award Nos. 3688, 6584, 8069, 13607, and 18999. We do not question the results in these Awards, but we note that they quite clearly dealt with situations where track bond or bond wire was to remain in use as part of the signal system. Stated differently, all of these Awards ruled on the Signalmen's Scope rule with regard to the conditions which exist when continuous welded rail is not involved. In such conditions, the breaking of a bond wire must sooner or later be followed by its repair or replacement. Here the facts are completely different; the bond wire was knocked off and scrapped in the process of changing over to welded rail which eliminated the use of bond wire in the signal system. The bond wire was not to be repaired or replaced. We conclude therefore that "Bonding", as such term is used in the Signalmen's Scope, did not occur in this case, and accordingly, we shall deny the claim.

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

The Agreement was not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Pauler
Executive Secretary

Dated at Chicago, Illinois, this 13th day of December 1974.