

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20898
Docket Number SG-20717

Louis Norris, Referee

(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): The Carrier has violated (and continues to violate) the Signalmen's Agreement, particularly the Scope, whereby Welder Richardson and helper did remove bond wires.

(b): The following Signal Maintainer C. W. Franklin, ID No. 1672074, be allowed two hours and forty minutes at time and one half rate of pay per each day for the following days:

March 26, 1973	--	Mile Pole	22-09
March 27, 1973	--	"	22-09
March 28, 1973	--	"	22-06
March 29, 1973	--	"	22-03
April 4, 1973	--	"	22-03
April 5, 1973	--	"	21-45
April 6, 1973	--	"	21-40

/Carrier's File: 2-SG-67/

OPINION OF BOARD:

The underlying issue in this dispute is whether under the Scope Rule of the controlling Agreement signalmen are entitled to the work of removing bond wires in continuous welded rail territory where they are redundant to the operation of the signal system once Boutet welds complete the installation of the continuous welded rail.

The Scope Rule covers, among other things not here relevant, "the work of construction, installation, inspecting, testing, maintenance, repair and painting of: . . . (1) Bonding of all track except in electrical propulsion territory."

Petitioner urges that the removal of the bond wires here involved is within the specific coverage of the Scope Rule. Carrier contends, however, that the Scope Rule is inapplicable because the bond wires were removed and discarded and, once the continuous welded rail was installed, the need for bonding was eliminated. Further, that it was for the purpose of reinstalling broken bond wires, and not for the purpose of removing and discarding them, that signal employees were and still are used where track work is carried on in jointed track territory.

In two recent Awards, the same issues, involving the same parties, the identical Agreement, similar contentions and similar factual situations, were decided adversely to Petitioner's contention in this dispute.

See Awards 20536 (Blackwell) and 20712 (Lieberman), wherein it was held that the bond wire was not to be repaired or replaced, but removed and discarded, and therefore not within the coverage of the Scope Rule.

Those Awards are controlling in the present dispute and, therefore, the instant claim must be denied.

"When the division has previously considered and disposed of a dispute involving the same parties, the same rule and similar facts presenting the same issue as is now before the Division the prior Decision should control. Any other standard would lead to chaos." See Award 10911 (Boyd).

See also Awards 19258 (Devine), 20075 (Lieberman) and 17363 (Yagoda), among others.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A. W. Parker*
Executive Secretary

Dated at Chicago, Illinois, this 12th day of December 1975.