

Award No. 2475

Docket No. 2318

2-CofG-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Carl R. Schedler when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 26, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Electricians)**

CENTRAL OF GEORGIA RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier violated the controlling agreement when they contracted work out in connection with installing a fire alarm system, to an outside concern that was specifically work of Shop Craft Electricians.

2. That the Carrier be ordered to make Electricians Ringwald, Fowler, Lyles, Shipes, Gilmore and Electrician Helpers Hamlin, Richardson and Devereaux whole by compensating them in an equal number of hours consumed by the contractor's employees.

EMPLOYES' STATEMENT OF FACTS: Electricians Ringwald, Fowler, Lyles, Shipes, Gilmore and Electrician Helpers Hamlin, Richardson and Devereaux, hereinafter referred to as the claimants, were employed as such by the Central of Georgia Railway Company, hereinafter referred to as the carrier, on the 8:00 A. M. to 4:30 P. M. shift, Monday through Friday, with rest days of Saturday and Sunday.

In the early part of July, 1954, the carrier contracted to the American District Telegraph Company the work of installing a fire alarm system in the shops and buildings at Macon, Georgia. Circuits supplying electrical current up to the system were installed by the electrical workers. The installation of the fire alarm system was completed in the latter part of October, 1954.

The above named claimants were available to perform the work in question if assigned.

The dispute was handled with carrier officials designated to handle such affairs who all declined to adjust the matter.

The agreement effective September 1, 1949, as subsequently amended, is controlling.

is **railroad operation**, and it is to **that** business alone that the effective agreement applies. Proof positive is the fact that, for example, the Southern Bell Telephone & Telegraph Company which is the public telephone company in our area provides telephone facilities in many of the towns and cities along carrier's lines. Those telephones are installed in offices, shops, etc. on railroad property but they were and are installed, owned and maintained exclusively by personnel of the Southern Bell Telephone & Telegraph Company—not railroad electricians. The electricians have readily admitted many times on the property that they do not claim the installation or maintenance of such facilities, which in fact is identical in principle to the leased facilities of the American District Telegraph Company on our property at Macon, Ga. and Savannah, Ga. The agreement has never been construed to apply as the employes are now contending.

It is undisputed that all of the A.D.T. Company equipment is owned by the A.D.T. Company, and such equipment is maintained by said corporation under the terms of the agreement hereinbefore referred to. The work involved in the instant case and similar work has never been construed by the parties to belong to the electricians. The carrier submits that to sustain the claim in the instant case would be to construe the applicable agreement as granting to employes coming within its scope the exclusive right to perform work of installing or maintaining other than railroad-owned facilities or equipment located on the property of the carrier. Since Rule 97 nor other rules grant such exclusive rights, as interpreted by the parties themselves through the years, it must follow, therefore, that the claim here before your Honorable Board is without merit and should be denied in its entirety.

All claimants were fully employed at the time and suffered no wage loss whatsoever.

CONCLUSION

The carrier has first shown that the claim is barred under the applicable agreement and Railway Labor Act, and second, that expert specialists and supervisory employes of the American District Telegraph Company performed no service in connection with the installation of the direct connected protective signalling system on the carrier's property at Macon, Ga., that accrues to electricians of the carrier; that the effective agreement was not violated; and that the claimants are not entitled to the compensation which they claim.

Therefore, the carrier respectfully submits that your Honorable Board should deny the claim of the employes in this dispute.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

Rule 97 provides as follows:

"Electricians' work shall consist of maintaining, repairing rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, radio equipment, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops, buildings, yards,

and on structures and all conduit work in connection therewith, including steam and electric locomotives, passenger trains, motor cars, electric tractors, and trucks; cables, cable splicers, high tension power house and substation operators, high tension linemen, electric crane operators for cranes of 40-ton capacity or over, and all other work generally recognized as electricians' work."

The carrier entered into an agreement dated April 14, 1954, with the American District Telegraph Company to install a direct connected protective signaling system on carrier's property at Macon, Georgia, to replace the existing fire detection system. The agreement provided that the new system was to be installed, maintained and owned by the American District Telegraph Company. The new system was installed and is maintained and is owned by the American District Telegraph Company. The work was completed in October, 1954. On November 16, 1954 the claimants filed the above claim stating that under work Rule 97 the work of installing the new system was work properly belonging to electricians in the electrical department of the carrier requesting some 2100 hours' pay at overtime rate for five (5) electricians and three (3) electrician helpers.

The record discloses that railroad electricians on this property have never made any such installation as the one involved herein, and that on properties other than that of this carrier similar systems have been installed by the seller and not by railroad electricians. Furthermore, the workmen who install this system must have special training and use special tools. Special testing tools are used which are not normally used by other mechanics. Specialized knowledge and different techniques are required for the installation of this patented system. We do not believe Rule 97 contemplated this kind of work, and we find nothing in the rule which by inference or otherwise gives to the electricians the right to do this work.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 5th day of June, 1957.