

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Charles S. Connell, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: (a) That the Carrier violated the current Telegraph and Signalmen's Agreement when it failed and/or declined to apply the Scope, Classification, Hours of Service, Call, Bulletin, Assignment, and Seniority rules or other provisions of the current T. & S. Agreement, bearing an effective date of June 1, 1943, by not assigning generally recognized signal work to employees covered by the current working agreement. Specifically, the signal work is the fitting up and wiring of signal instrument cases (plug-in type relay panels and their terminal boards) which constitute component parts and are integrant to an interlocking plant at Grundy Tower, Bristol, Pennsylvania.

(b) Claim for "off time" of twenty-four (24) hours each for Assistant Foremen J. E. Mayer and P. A. Hemsley.

(c) Claim for twenty-four (24) hours at the time and one-half time, at the then current rate of pay, for each of the fourteen employees in Gangs FG 3 and FG 4, namely:

W. S. Kreigner	J. T. Steinmetz	M. G. Field
J. R. Harbourt	J. G. Hopton	J. E. Hunt
Francis Hackney	J. T. Ertle	W. S. Pilkington
A. R. Schipski	F. W. Shipley	G. E. Vormwald
M. M. Lawler	W. H. Smith	

EMPLOYEES' STATEMENT OF FACTS: The signal work involved in this claim constitutes a portion of the construction, installation, or renewal of an interlocking plant on the New York Seniority District.

An agreement bearing effective date of June 1, 1943, is in effect between the parties to this dispute which covers all the employees of this Carrier who perform generally recognized telegraph and signal work as defined in the Scope rule of the current working agreement. This agreement governs the rates of pay, hours of service, and working conditions of all employees performing the work covered by the Scope of the Telegraph and Signal Agreement. It also covers all classes of generally recognized signal work, including the work involved in this dispute—namely, wiring of plug-in type relay panels and terminal boards. There are no exceptions which permit the diversion of any of the Scope work involved in this dispute to persons not covered by the agreement. The agreement also covers the construction, installation, maintenance, and repair of telephone, telegraph, and signal apparatus, including their

Company for installation at "Grundy" interlocking station, with all subsequent installation and wiring of such cases performed by its T. & S. Department employees, did not constitute a violation of the Scope or any other provision of the applicable agreement; and that the claim of the employees should be denied.

III. Under the Railway Labor Act the National Railroad Adjustment Board, Third Division, is required to Give Effect to the Said Agreement and to Decide The Present Dispute in Accordance Therewith.

It is respectfully submitted that the National Railroad Adjustment Board, Third Division, is required by the Railway Labor Act to give effect to the said Agreement, which constitutes the applicable Agreements between the parties, and to decide the present dispute in accordance therewith.

The Railway Labor Act, in Section 3, First, subsection (i) confers upon the National Railroad Adjustment Board the power to hear and determine disputes growing out of "grievances or out of the interpretation or application of agreements concerning rates of pay, rules or working conditions". The National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the agreement between the parties to it. To grant the claim of the Employees in this case would require the Board to disregard the Agreement between the parties hereto and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The Carrier has shown that the purchase by the Carrier of plug-in relay bases and terminal boards from the Union Switch & Signal Company for installation at "Grundy" interlocking, using T. & S. Department employees for installation and such wiring of the instrument case as was then necessary, did not constitute a violation of the Scope Rule governing Telegraph and Signal Department employees.

Therefore, the Carrier respectfully submits that your Honorable Board should dismiss the claim of the Employees in this matter.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts are not in dispute. In the year 1947 the Carrier constructed a new interlocking station at Bristol, Penna. This interlocking station was known as "Grundy" and replaced an old one at the same location. Plug-in relays, relay bases and terminal boards were purchased intact from Union Switch and Signal Company and were installed by signalmen holding seniority under the Agreement. In the past the Carrier had constructed an interlocking station at Morris Tower and the Employees had in the field run wires to complete the circuit between the contact on the relay base and the terminal. The Employees contend that, when the Carrier purchased and had installed the new plug-in type relay at "Grundy", with the wiring between relay base and terminal having been assembled at the Union Switch & Signal Company, it diverted this work of connecting said wiring between relay base and terminal to employees outside the Agreement and said act was in violation of the scope rule of the Agreement.

The pertinent part of the scope rule reads: ". . . the installation and maintenance of all signals, interlocking telephone and telegraph lines and equipment including telephone and telegraph office equipment, wayside or office or communicating systems (not including such equipment on rolling stock or marine equipment), highway crossing protection (excluding highway crossing gates not operated in conjunction with track or signal circuits), including the repair and adjustment of telegraph, telephone and signal relays and the wiring of telegraph, telephone and signal instrument cases, and the maintenance of car retarder systems, and all other work in connection with installation and maintenance thereof that has been generally recognized as

telegraph, telephone, or signal work . . ." There are three exceptions to this scope rule, none of which are applicable to the instant case.

It is agreed between the parties that the only work involved in their dispute was the connecting of the wires between the relay base and the terminal. There is no dispute that this work has been done by employees prior to "Grundy" and likewise no dispute that said work was purchased assembled in the plug-in type installation for "Grundy". There is no dispute that the Employees did all the other work of installation, such as to wire contacts between terminals. In the installation at Morris Tower the Carrier purchased the relay base, wire fitted with eyes, and terminal as separate articles and the Employees connected the wire on the job, and that is the only work that was not done at "Grundy" and is the only dispute for consideration here.

The Carrier states that the assembled plug-in relay was not available to it until 1947 or shortly before the installation in question. This is a stock item manufactured by the Signal Company and available to all railroads. It was not manufactured at the direction of the Carrier or to its specifications. The relay, and the relay base connecting wires and terminal were shipped to the Carrier as two separate items; after receipt by the Carrier all work of installation of the interlocking station at "Grundy" was done by the Claimants. And at no time did the Employees of the Signal Company do any work on the installation of the interlocking station.

This Board cannot agree with the contentions of the Claimant. The purchase and delivery to the Carrier of any manufactured piece of signal equipment or device cannot be a violation of the scope rule. The rights of Employees under that rule are confined to work generally recognized as telegraph, telephone and signal work in connection with the installation and maintenance thereof, and such wiring as may be necessary on the property of Carrier in the installation of such devices. The Employees performed all the work necessary in installation and wiring of the equipment involved here after its purchase from the manufacturer.

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 there was no violation of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 21st day of December, 1949.