

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis B. Murphy, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Elgin, Joliet and Eastern Railway Company:

(a) That the Elgin, Joliet and Eastern Railway Company violated the Signalmen's Agreement effective December 1, 1945, as amended, when it transferred and/or diverted generally recognized signal work covered by the current agreement to employees not covered by the agreement on February 17 and 18, 1954.

(b) That the following Signal Department employees be compensated the following overtime earnings to cover the losses they suffered and the signal work they were deprived of as a result of the Carrier violating the current agreement:

1. Signal Foreman, A. O. Edson .. 16 hours at \$3.191 per hour
2. Leading Signalmen,
E. H. Gawenda 16 hours at \$3.2115 per hour
3. Signalman, G. F. Kaiser 16 hours at \$3.0855 per hour
4. Signalman, E. S. Norton 16 hours at \$3.0855 per hour
5. Asst. Signalman,
J. G. Santacroce 16 hours at \$2.924 per hour
6. Asst. Signalman, R. Grugel 16 hours at \$2.924 per hour
7. Asst. Signalman, J. D. Alger ... 16 hours at \$2.815 per hour

EMPLOYEES' STATEMENT OF FACTS: On February 17 and 18, 1954, this Carrier transferred and/or diverted the signal work of installing a signal relay case at South Chicago, Illinois, to employees not covered by and who hold no seniority or rights under the Signalmen's Agreement.

The signal work was performed by this Carrier's Bridge and Building Departments employees, who hold no seniority or rights under the agreement.

2. The scope rule of the current agreement between the Carrier and the Organization does not include the work claimed in this case.

3. The work included in this claim properly was assigned to the Maintenance of Way Employees inasmuch as they have a contractual right to such work and a long history of performing it.

4. Rule 19 of the basic agreement between the Organization and the Carrier makes this claim invalid other than on its merits.

All material data included herein have been discussed with the Organization either in conference or in correspondence.

(Exhibits not reproduced.)

OPINION OF BOARD: The Organization contends that the Carrier violated its agreement with its Signal Department Employees when on February 17 and 18, 1954 it assigned to the Bridge and Building Department the work of erecting foundations and placing fully fabricated building thereon, to house signal equipment for its new interlocking plant at South Chicago, Illinois.

This building is 8 feet wide, 14 feet long and 8 feet in height; it has a standard size door and a window, permanent floor and post foundations. It was constructed so that inspection and maintenance of the signal equipment installed in it could be performed by a man standing erect inside the building.

The only issue to be decided here is, does the Signal Agreement cover the erection of this type of building or can the Maintenance of Way Employees properly do this type of construction?

It is the Carrier's contention that this structure is a building rather than a large relay case, and cites this Board's Awards 4845 and 8177 in which the Third Division set forth some distinguishing characteristics between a signal case and a building. In Award 4845 we held " * * * The construction of buildings is work included in that which is traditionally and customarily performed by maintenance of way employees. The structures involved are buildings within the meaning of the foregoing statement. It will be observed that they require a foundation, have an entrance and must be assembled. The fact that they are prefabricated and purchased in a knocked down condition does not change their classification as buildings within the meaning of the rule. * * *"

In Award 8177, in ruling against the Maintenance of Way employees, this Division held in reference to certain buildings used for the purpose of housing signal apparatus for the electrically operated crossing gates: " * * * These are steel relay boxes 6' 3½" high, 10' long, and 1' 10¼" deep; they are purchased from the manufacturer, are designed to house the electrical apparatus to operate the signals, and are set up on hollow pedestals through which the control wires pass. They have doors which close and lock to protect the mechanism, but are merely shallow boxes and cannot properly be described as houses or buildings. They cannot be entered and occupied by persons. Thus they are clearly not within the definition of 'roadway buildings' in Article No. 30, the Classification Work Rule."

We are unable to find any evidence in this record to support a contention that the work performed required any of the peculiar skills possessed by a signalman; nor does the agreement reserve this work to be performed exclusively by signalmen. Because the signalmen erected similar buildings for this Carrier would not make it their exclusive work, and for us to sustain their claim here, it would be necessary that they present sufficient evidence to support their claim that the disputed work exclusively belonged to the signalmen. This was not done.

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: S. H. Schulty
Executive Secretary.

Dated at Chicago, Illinois, this 26th day of October, 1959.