

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Donald F. McMahon, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
CHICAGO AND WESTERN INDIANA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Chicago and Western Indiana Railroad that:

(A) The Carrier violated the Signalmen's Agreement when it transferred, or caused to have transferred, generally recognized signal work as covered by the Scope Rule, to persons not covered by the Chicago & Western Indiana-Signalmen's working agreement.

(Specifically, the generally recognized signal work cited above consists of fitting-up and wiring of signal instrument cases and panels which constitute component parts of the Roosevelt Road Interlocking Plant in Chicago, Illinois. A portion of these completely wired cases and panels was received at Roosevelt Road on or about July 15, 1953. Others were received subsequent thereto.

(B) Claim that the signal gang employes covered by the Signalmen's Agreement working at the Roosevelt Road Interlocking Plant, who were engaged in making heavy repairs and renewals thereto when these instrument cases and panels arrived, be compensated for their proportionate share at their proper rate of pay on the basis of time and one-half for the amount of time equivalent to that consumed by persons not covered by the agreement in performing the transferred generally recognized signal work.

BROTHERHOOD'S STATEMENT OF FACTS: The signal apparatus and signal work involved in this unsettled claim consists of segments and portions of the heavy renewals and modernization to the interlocking plant located at 12th Street, Chicago, Ill.

An agreement bearing effective date of September 1, 1949, as revised, is in effect between the parties to this dispute and covers all the employes of this Carrier who perform generally recognized signal work. This agreement governs the rates of pay, hours of service, and working conditions of all employes performing Scope work. The agreement also covers all generally recognized signal work and, by way of emphasis, includes all work in connection with this plant. There are no exceptions contained in the applicable agreement which provide for the diversion of the signal work involved in this claim to workers not covered by the agreement. The agreement, among other things, covers the installation and maintenance of this plant and all other signal work in connection therewith. The agreement is, by reference, made a part of the record in this dispute.

assumed no jurisdiction over the equipment until actually received on the property and paid for; that all necessary installations after receipt were made by Carrier's forces; that the employees suffered no wage loss as a result of these new equipment installations; that the Carrier cannot be penalized for purchasing equipment engineered and fabricated as units for subsequent sale and installation; that prior Board awards support the Carrier's position; therefore, this claim is without merit and should be denied. See Awards 5028, 6717 and 6903.

All necessary data in support of the Carrier's position has been presented to the employees and is made a part of the particular question in dispute.

(EXHIBITS NOT REPRODUCED)

OPINION OF BOARD: The facts developed in the record here before us, concerns the modernization of Carrier's interlocking plant, Roosevelt Road, Twelfth Street, Chicago, Illinois.

It is alleged that on or about July 15, 1953, and subsequent thereto, Carrier received from the Union Switch and Signal Company, certain instrument panels and using the language of the employees, such cases were fitted up and wired for integration into the plant.

It is contended by the employees that the fitting up and wiring was work performed by employees of the Union Switch and Signal Company, and that as such, was work belonging to Signal employees for Carrier and constituted a violation of the provisions of the Scope Rule of the Agreement here before us, between the parties. For such alleged violation the Organization makes claim on behalf of Signal Gang employees, employed at Roosevelt Road, Twelfth Street, Chicago, for compensation for their share of the time consumed, by employees of the Signal Company at the time and one-half rate in performing the work recognized as signal work and covered by the Scope Rule of the Agreement before us.

Carrier contends that it has in no way violated any of the provisions of the Agreement here. It is further argued by Carrier that the signal employees concerned performed all the work required to install the instrument cases and panels. That the work required to wire the instrument cases and panels was work properly performed by employees of Union Switch and Signal Company, as the equipment used was received by Carrier, completely wired and assembled at the Union Switch plant at Swissvale, Pennsylvania. The only service necessary to be performed by Carrier's employees was to install the instrument cases and panels when received on Carrier's property.

A study of the docket here and the many awards cited by the parties brings us to the conclusion this claim is similar in many respects to Award No. 7965 made by this Division on this same property and under many similar circumstances and principles to the matter here. In that case, the Statement of Claim is exactly the same as here, except as to date involved and location involved on Carrier's property.

The Board fully agrees with the Opinion and Findings in Award No. 7965 and adopts the principles set forth as applicable to the facts in the claim here and other supporting awards.

The claim here should be denied.

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 the Carrier did not violate the Agreement.

AWARD

Claim denied in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 14th day of April 1961.