

Award No. 11162

Docket No. SG-10708

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Southern Railway Company et al. that:

(a) The Carrier violated the Scope, Classification, Seniority Call, and other rules of the agreement on August 23, 1957, when it assigned and/or permitted four of its shop employes at Norris Yard, Birmingham, Alabama, to perform the signal work involved in repairing and replacing an electric switch lock on the No. 5 power-operated switch which was installed by signal employes.

(b) The first shift Signal Maintainer, L. F. Windham, and second shift Signal Maintainer, G. E. Crabtree, at Norris Yard, Birmingham, Alabama, be compensated for two (2) hours each at their respective rates of pay account of not being called and/or used to perform the signal work which was assigned to and performed by employes not covered by and who hold no seniority or rights to any of the signal work covered by the Signalmen's Agreement (Carrier's File SG-11175).

EMPLOYEES' STATEMENT OF FACTS: From January through June, 1957, this Carrier's signal employes under Signal Gang Foremen W. W. Lewis, B. L. Davis and R. A. McMichael worked approximately 640 hours installing an automatic or remote control system in this Carrier's Norris Yard, Birmingham, Alabama, to facilitate the movement of rail cars into its repair shed tracks without the use of switch engines and switching crews.

The installation, which was completely installed by signal employes, consists of some 100 signal relays, which are housed in two signal relay and instrument cases, one of which is shown complete with relays and other appurtenances in photograph "A" in our Exhibit No. 1 attached hereto. To operate the switches on the tracks entering this Carrier's repair sheds at Norris Yard, signal employes installed electrically operated switch machines with switch locks, one of which can be seen in photograph "D" in our Exhibit No. 1, and a switch lock can also be seen in photograph "C" in our Exhibit No. 1.

exercise of seniority rights. It was not violated on the date here involved as alleged.

Claim alleges violation of the Call Rule. This is Rule 35, quoted above, which is self-explanatory. It provides for payment only in situations when employees are released from duty and are notified or called to perform service and perform service outside of and not continuous with their regular working hours. By no such strained interpretation of the agreement as the Brotherhood here seeks to have placed upon it was there any violation of this rule. Furthermore, in appealing the claim to Carrier's Assistant Director of Labor Relations, the Brotherhood's General Chairman said in the penultimate paragraph:

"The signal employees were on duty and available for the signal work and should be compensated for the time involved."

Thus, the General Chairman recognized that the claimants were on duty and under pay at the time the Mechanical Department electrician made the necessary repairs to the switch lock and installed a new lock box on August 23, 1957. He thus concedes, by his own admission, that Rule 35 had no application. Then too, Rule 35 contemplates the payment of a minimum of two hours, forty minutes at the punitive rate. Claim which the Brotherhood here attempts to assert demands pay for two hours at straight time rate of pay on behalf of each claimant.

The evidence is, therefore, conclusive that the effective Signalmen's Agreement was not violated as alleged, and that claim which the Brotherhood here attempts to assert is without any merit whatsoever.

CONCLUSION

Carrier respectfully submits that:

(a) The effective Signalmen's Agreement was not violated.

(b) Signalmen had no contract right to perform the here complained of work; nor did electrical workers have any contract right to perform it. It was work which the Carrier has not contracted to either class or craft of employees.

(c) The fact that signal forces assisted electrical workers and others in installing the electrical and other equipment at the car repair tracks did not confer upon them any contract right to maintain equipment under jurisdiction of the Mechanical Department. Maintaining the equipment is not generally recognized signal work or signal work of any type whatsoever.

Claim being without any basis, the Board cannot do other than make a denial award.

All evidence here submitted by Carrier in support of its position is known to employe representatives.

Carrier, not having seen the Brotherhood's submission, reserves the right after doing so to make response thereto and present any evidence necessary for the protection of its interests.

OPINION OF BOARD: This is a dispute between The Brotherhood of Railroad Signalmen of America and The Southern Railway Company.

During the first six months of 1957 signal employes installed an automatic or remote control system at Carrier's mechanized car repair facility, Norris Yard in Birmingham, Alabama. On August 23, 1957 an electric switch lock of the system was damaged and had to be replaced. The Carrier assigned three Shop Foremen and one Shop Mechanic to do the replacement work.

The Organization contends that the work belongs to them.

The switch lock is part of a system used for the movement of a railroad car. There is no evidence in the record showing that the switch lock is used to control the movement of a train or engine. This work is not provided for in the Scope of the Agreement. Neither is there any past practice.

For the foregoing reasons, we believe the Agreement was not violated.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February, 1963.