

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Lee R. West, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement on or about December 26, 1958, and especially Rule 1, Scope, when it assigned or otherwise allotted a portion of the work covered by said agreement to persons who are not covered by said agreement; namely, the Union Switch and Signal Company.

(b) The two senior Signalmen assigned in Signal Gangs Nos. 1 and 2 at Boyles, Ala., who were adversely affected by the violation, be compensated at their respective overtime rates of pay for an estimated number of hours it would have required them to perform the work of wiring the case. The time estimated to be 96 hours each. [Carrier's File: G-201-12, G-201]

EMPLOYEES' STATEMENT OF FACTS: During the latter part of 1958, this Carrier's signal forces were engaged in installing a new yard switching system at Boyles Yard, Alabama. This Carrier's signal forces performed all the work in connection with the installation of the new yard switching system with the exception of the fitting up and wiring of one relay house installed at a point in Boyles Yard, Ala., identified as North End House Station No. 3. This particular relay house was purchased from the Union Switch and Signal Company on or about December 26, 1958, completely wired at the factory to be used at Station No. 3 of the yard switching system.

The regular Signal Department forces fitted and wired other similar relay houses that were used in the yard switching system installation. The relay house used at Station No. 3, which is the subject matter of this dispute, was received from the factory completely wired and fitted up with all the required signal appliances and equipment, such as relays, transformers, terminals, rectifiers, resistance units, etc. These signal appliances had been installed and made stationary in the relay house, completely wired, and equipped with identifying tags.

Carrier submits that in view of the circumstances involved in the instant case, there is no basis for the claim and same should, therefore, be denied.

OPINION OF BOARD: This claim involves the Carrier's purchasing a factory wired relay house for use in its classification yard at Boyles.

The employees contend that the Carrier violated the Agreement in not permitting them to equip, fit-up, and wire the relay house. Carrier contends its purchasing as a stock item, a factory wired relay house from the manufacturer, which was manufactured in accordance with the manufacturer's plans and specifications, was not violative of the Signalmen's Agreement.

This question is not one of first impression before this Board; it has been considered in a number of awards.

In Award No. 4713, which also involved the purchase of a factory-wired relay house, the Board, finding that the fitting-up of the house was "made to order" from blueprints furnished by the Carrier, sustained the claim of the Employees. In the confronting issue, however, it is clear that the purchase was that of stock item assembled from and to the manufacturer's specifications.

In Award 6664 the Carrier purchased fifteen bungalows or instrument houses in prefabricated form, in connection with a project for installation of Centralized Traffic Control (C.T.C.) on a portion of its right of way. Ten of those bungalows were fitted up and wired by the employees covered by the Signalmen's Agreement. The balance was returned to the General Railway Signal Company to be fitted up and wired.

The Board, in that claim, sustained the employees. The evidence in this record is that the equipment was delivered to the Carrier only after all of the claimed work had been completed by the manufacturer.

We have reviewed Awards 4662, 5044, 7965, 9604, 9918, 11438 and 11792, which deny claims that the Carriers involved violated the controlling Agreements when purchasing factory-wired relay houses. We do not, however, find that any of those cases involved circumstances found in Awards 4713 and 6664, *supra*. It appears to be the consensus of the awards that seniority rights to work does not attach until the material or equipment upon which the work is to be performed is once delivered to the Carrier (Award 6664). We find that these circumstances do not exist in this claim.

The precedent awards are not at variance; this claim should be denied.

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

That the parties waived oral hearing;

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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of May 1964.