

Award No. 14179
Docket No. SG-14257

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David Dolnick, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pennsylvania Railroad Company that:

(a) The Carrier violated the Scope Rule and other provisions of the Signalmen's Agreement when it transferred, farmed out, or otherwise assigned the generally recognized signal work to persons not covered by and who hold no seniority rights under the Signalmen's Agreement. Specifically, the signal work involved in the fitting up and wiring of relay case which constitute component parts and intergant to signal system.

(b) The following named Signalmen and Foreman: J. E. Frederick, S. J. Infantino, M. M. Templeton, T. C. Templeton, T. R. Libengood and T. J. Hilgert, Foreman, be allowed an adjustment in pay for an amount of time at the straight time rate equal to that required by an employe not covered by the Signalmen's Agreement to perform the signal work of fitting up and wiring the factory wired relay case.

EMPLOYES' STATEMENT OF FACTS: The Carrier, in December 1961, put in service an instrument case which had been completely wired and fitted by persons not covered by its agreement with the Brotherhood of Railroad Signalmen. Employes covered by the Signalmen's Agreement have a contract right to perform work of installing and maintaining all signal facilities, and and the Scope Rule specifically includes the wiring of instrument cases.

The instrument case in question was put in place on November 8, 1961, at Arnold, Pennsylvania, and was subsequently placed in service the following month. In ordering cases of this type, the Carrier must furnish the manufacturer complete circuit plans, and the instrument case is then wired, and identifying tags must be placed on each wire. This means that the case can only be used for the particular location for which the case is purchased.

The Carrier purchases the instrument case and the signal apparatus to be used therein, and then the manufacturer proceeds to completely wire and fit the case in accordance with the Carrier's engineering instructions and circuit plans.

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 thereto 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 there has been no violation of the Scope Rule of the Applicable Agreement in the instant case and that the Claimants are not entitled to the compensation which they claim.

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

OPINION OF BOARD: Carrier installed a completely wired relay case for flashing highway crossing protection signals at Arnold, Pennsylvania. This relay case was purchased, completely wired, from the manufacturer, the Union Switch and Signal Company. The case and the wiring was done by that company at its plant. There is no probative evidence that it was manufactured to the Carrier's specifications for a particular location. On the contrary, there is evidence that it was a stock item. It was installed on the property by signal employees of the Carrier who performed all additional wiring and testing necessary to the installation.

Employees contend that Carrier violated the Scope Rule of the Agreement. The pertinent part of this Rule says that the covered Signal Department employees shall be those "engaged in the installation and maintenance of all signals, interlockings, telegraph and telephone office equipment of communicating systems . . . highway crossing protection . . . including the repair and adjustment 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 * * *" The basis for the claim is best stated by the Employees in a letter to the Carrier, dated December 12, 1961, from the Local Chairman and it says:

"This relay case received from the U. S. & S. Co. was fitted up with all the required signal appliances and equipment, such as transformers, resistance units, rectifiers, terminals and relays. These items were completely wired and equipped with identifying tags (not standard) and could not be used at other locations without changes, such as had to be made in this case. Tags had to be changed and internal wiring had to be made by the Signal Employees. These employees were qualified to perform the work involved in this claim and were available to perform this work."

The same parties were involved in Award 4662 where the identical Scope Rule was considered. The basis for that claim was:

"* * * The Employees contend that, when the Carrier purchased and 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 Board denied the claim and said:

"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 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." (Emphasis ours.)

This principle was affirmed in Awards 5044, 11438, 13703 and others.

The facts and circumstances of the claim here for consideration, those which are supported by relevant and probative evidence, are similar to the facts and circumstances in the claims resolved in the above Awards. The principle therein applied is confirmed.

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 Carrier did not violate 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 28th day of February, 1966.