

Award No. 16124
Docket No. SG-16589

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Milton Friedman, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

READING COMPANY

STATEMENT OF CLAIM: Claims of the General Committee of the Brotherhood of Railroad Signalmen on the Reading Company that:

CLAIM NO. 1

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it contracted and/or allowed persons not covered by that agreement to prewire one control cabinet for installation at Frankford Junction Interlocking Station.

(b) Carrier should compensate Signalmen J. Righter (Employment No. 70950) and R. Bush (Employment No. 78566) for forty (40) hours each at their pro rata rates of pay, in addition to whatever compensation they already received.

CLAIM NO. 2

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it contracted and/or allowed persons not covered by that agreement to prewire two control cabinets for installation at Fox Chase and Cheltenham, Pa.

(b) Carrier should compensate Signalmen C. Fink, Jr. (Employment No. 68258) and G. Kneib (Employment No. 84837) for fifty-six (56) hours each at their pro rata rates of pay, in addition to whatever compensation they already received.

CLAIM NO. 3

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it contracted and/or allowed persons not covered by that agreement to prewire seven relay and control cabinets for installation on the property.

(b) Carrier should compensate Signalman J. Schuyler (Employment No. 67747) and Assistant Signalman J. Toomey (Employment No. 74680) for two hundred thirty-two (232) hours each at their

pro rata rates of pay, in addition to whatever compensation they already received.

CLAIM NO. 4

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it contracted and/or allowed persons not covered by that agreement to prewire three No. 1 relay cases and one No. 6 relay case for installation on the property.

(b) Carrier should compensate Signalman R. Bush (Employment No. 78566) and Assistant Signalman E. Lyons (Employment No. 66796) for ninety-six (96) hours each at their pro rata rates of pay, in addition to whatever compensation they already received.

CLAIM NO. 5

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it contracted and/or allowed persons not covered by that agreement to prewire four No. 2 relay cases, one No. 4 relay case, one No. 5 relay case, one control cabinet, and one relay house for installation on the property.

(b) Carrier should compensate Signalman G. Kneib (Employment No. 84837) and Assistant Signalman R. Shuey (Employment No. 3139) for forty (40) hours each at their pro rata rates of pay; Signalman C. Peters (Employment No. 63021) and Assistant Signalman W. DuHadway (Employment No. 942) for one hundred thirty-six (136) hours each at their pro rata rates of pay; Leading Signalman E. Ellis (Employment No. 63743), Signalman C. Fink (Employment No. 68253) and Assistant Signalman J. Toomey (Employment No. 74630) for two hundred (200) hours each at their pro rata rates of pay. This is to be paid in addition to whatever compensation they already received. (Carrier's File: 5088.3)

EMPLOYEES' STATEMENT OF FACTS: This is a combination of five (5) claims which were initiated separately but which were partially combined during subsequent handling on the property. They are combined here because all contain the same issues: Our contentions (1) that the work of wiring signal relay cabinets and similar signal apparatus is signal work covered by the Scope of the Signalmen's Agreement, and (2) that when such work is farmed out, Carrier should be required to compensate signal employees for an amount of time equal to that spent by others in the performance of such work. For ready reference, the claims will be referred to herein as Nos. 1, 2, 3, 4 and 5.

Correspondence pertaining to Claim No. 1 **only** is attached hereto as Brotherhood's Exhibit Nos. 1-A, 1-B, 1-C and 1-D; that pertaining to No. 2 **only** is Nos. 2-A, 2-B, 2-C, and 2-D; No. 3 **only** is Nos. 3-A, 3-B, 3-C, and 3-D; No. 4 **only** is Nos. 4-A, 4-B, 4-C, and 4-D; No. 5 **only** is Nos. 5-A, 5-B, 5-C, 5-D, 5-E, 5-F, and 5-G. Additional Brotherhood Exhibits are listed below:

No. 6 - Appeal of Claim Nos. 1 and 2 to Mr. B. E. Rice, Jr., Manager-Labor Relations.

No. 7 - Claims Nos. 1 and 2 denied by Mr. Rice.

No. 8 - General Chairman's reply to Mr. Rice's denial of Claim Nos. 1 and 2.

No. 9 - General Chairman's appeal of Claims Nos. 3 and 4 to Mr. Rice. In denying this appeal, Mr. Rice referred to reasons outlined in his denial of Claims Nos. 1 and 2 (Brotherhood's Exhibit No. 7).

We are not reproducing herein numerous letters in which the Organization notified Carrier officials of the rejection of their respective decisions, in which conference discussions were arranged, in which time limits were agreeably extended, or in which Carrier reaffirmed previous denials.

The claims were handled in the usual and proper manner on the property, up to and including the highest officer of the carrier designated to handle such disputes, without receiving satisfactory settlement.

Prior to the initiation of these claims, the General Chairman wrote a letter of protest to Mr. Rice in which he stated we do not wish to submit time claims but that if other than employees covered by the Signalmen's Agreement are permitted to wire signal apparatus, we would have no alternative but to process time claims. That letter of protest is attached hereto as Brotherhood's Exhibit No. 10. Carrier's reply thereto (Brotherhood's Exhibit No. 11), dated May 12, 1965, followed conference discussion on April 20, 1965.

There is an agreement in effect between the parties to this dispute bearing an effective date of August 1, 1953, as amended, which is by reference thereto made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: The five claims presented by the Brotherhood protest Carrier's purchase of certain prewired electrical equipment for Transcontrol Corporation, Port Washington, New York. The control cabinets and relay cases are units of a control system which Carrier ordered by stock numbers from the manufacturer's catalog. In all cases a certain stock number or combination of stock numbers designated the equipment utilized to make up the system. Carrier presented no plan or order requiring the manufacturer to custom design a unit or system, but rather all purchases were made from stock numbers and stock equipment designated in the manufacturer's catalog. An example of the cataloged prewired equipment available from Transcontrol is supplied in Carrier's Exhibit C-1.

The Agreement between Reading Company and Brotherhood of Railroad Signalmen of America, Effective August 1, 1953, is on file with Your Board and is incorporated herein by reference.

(Exhibits not reproduced.)

OPINION OF BOARD: The instant docket represents the consolidation of five related claims handled separately on the property. Each claim alleges that the Carrier improperly purchased pre-wired relay cases and control cabinets from an outside source, rather than assigning the wiring work to its Signal Department employees, all allegedly in violation of the Signalmen's Agreement. The Organization urges that the Carrier should be required to compensate several designated Signal Department employees in stated amounts

aggregating to the estimated time spent by employees of the outside contractor in pre-wiring the relay cases and control cabinets for subsequent delivery to the Carrier.

The installation of the disputed items into Carrier's signal system was properly assigned and that phase of the activity is not before us for consideration.

The Organization's position is bottomed in general on the position that any and all contracting out of work, even through the process of purchasing ready-built component parts of a signal system, for which plans or specifications were supplied by the Carrier, is violative of the Agreement, and in particular on the rules of Award 4713 wherein such purchases were condemned as being violative of the Agreement between the parties to that proceeding. However, we find Award 4713 to be factually distinguishable.

On the other hand, our attention has been directed to a long line of awards including, among others, Awards 4662, 5044, 7833, 7965, 9604, 9918, 11438, 11792, 12553, 13698, 13703, 14179, and 15577, which in substantially similar factual situations have held for the Carriers therein.

Accordingly, against the background of the awards cited and there being no distinguishing factors evidenced herein nor any proof that the conclusions reached in the cited awards were palpably in error, the claims must 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 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 6th day of March 1968.

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