

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John J. McGovern, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railway Company that:

(a) Carrier violated the current Signalmen's Agreement, as amended, when it contracted with Union Switch & Signal Company and, between October 15 and November 30, 1965, it had performed by persons not covered by the Agreement the installation of Highway Crossing Signals at Morrow, Georgia — between Jonesboro and Atlanta on the territory regularly assigned to Signal Maintainer O. E. Kitchings and Assistant Signal Maintainer J. N. Ketchem.

(b) Signal Maintainer — O. E. Kitchings
Assistant Signal Maintainer — J. N. Ketchem
Signal Foreman — T. J. Gassett
Leading Signalman — E. E. Murdock
Signalman — R. L. Johnson
Assistant Signalmen — A. T. Jones, L. B. Hardison, J. L. Taylor, and W. D. Russell

be compensated at their respective overtime rates of pay, on a proportionate basis, for all man-hours of Signal Work performed by the Union Switch & Signal Company's forces beginning on or about October 15, 1965, and continuing thereafter until on or about November 30, 1965, in the installation of Highway Crossing Signals at Morrow, Georgia.

[Carrier's File: SIG 489]

EMPLOYEES' STATEMENT OF FACTS: This claim is the result of Carrier's contracting out work covered by the Scope of the Signalmen's Agreement. The work involved the installation of highway crossing signals at

tions, contentions and conclusions being largely erroneous were flatly denied and rejected.

In view of the exceptions taken and reasons stated to you at length in conference, as well as those set forth in my letter of May 6, the claim remains declined in its entirety as per my full and final decision of May 6, 1966."

The foregoing correspondence shows that this vague, indefinite and improper claim was declined by each and every officer of the Carrier.

On April 16, 1965, Carrier entered into a so-called stabilization of employment agreement with employees of the signalmen's class or craft, a copy of which agreement is on file with your Board and is, by reference, made part and parcel of this submission as though reproduced herein word for word.

Under the April 16, 1965 agreement, all the claimants except J. N. Ketchem, J. L. Taylor and W. D. Russell are "protected employees" and under Article IV of such agreement are not to be placed in a worse position with respect to compensation than the normal rate of compensation of positions to which assigned on October 1, 1964 plus any subsequent general wage increases. J. N. Ketchem, J. L. Taylor and W. D. Russell are all relatively new employees; in fact, Ketchem and Russell resigned from the service in December, 1965. The "protected employees" are guaranteed the rate of compensation received on October 1, 1964 so long as they protect their rights and until such time as they retire, die or are discharged for cause. Having been guaranteed lifetime pay under the conditions outlined in the referred to agreement, they cannot expect more.

(Exhibits not reproduced.)

OPINION OF BOARD: Petitioner alleges a violation of the Scope Rule of the Agreement when Carrier contracted with the Union Switch and Signal Company to install highway crossing signals between Jonesboro and Atlanta, Georgia.

The parties and the issue are identical to those discussed in our Award 16675. In essence, as we view the claim as submitted, it is vague and indefinite and would require the Carrier to develop the claim to give it a degree of specificity which it is now lacking. For the foregoing reason and for the reasons stated in the above award, we will dismiss the claim.

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.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 25th day of October 1968.

DISSENT TO AWARDS NOS. 16675 AND 16676
DOCKETS SG-17018 AND 16947

The Majority's holdings that the claims presented in Awards Nos. 16675 and 16676 are vague and indefinite are a mockery of our purpose and in conflict with others of our Awards involving the present as well as other parties. Awards Nos. 16675 and 16676 being in error, we dissent.

W. W. Altus, Jr.
For Labor Members