

Award No. 18559
Docket No. SG-18776

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SEABOARD COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company that:

(a) Carrier violated the Signalmen's Agreement, particularly the Scope, when it required or permitted contractors' forces and/or employees other than those classified therein to perform recognized signal work covered by the scope of said agreement, making repairs to signal pole line and signal facilities damaged by ice storm in the Hamlet, N. C., area. Such work being performed on February 18, 19, 20, 21, 22, 23, and 24, 1969.

(b) Carrier pay signal employees listed or identified herein for all man hours contractors' forces and Carrier Electricians worked performing recognized signal work, or for 444 man hours on each date, February 18, 19, 20 and 21; 490 man hours on February 23, 1969. Claimants to be paid a total of 2266 man hours on a prorated basis at their respective overtime rates of pay in addition to any compensation already received. Claimants are as follows: All signal employees in Hamlet Signal Shop, including Foreman R. M. Adams, CTC Inspector B. S. McGirt, Signalmen J. E. Graham and J. McDaniel, Assistant Signalmen P. R. Eubanks and J. H. Rice, Signal Helper A. F. Anderson; Signal Maintainer J. F. Power and Assistant Signal Maintainer Edward Hodge, Hamlet, N. C.; Signal Maintainer W. H. Robinson, Aberdeen, N. C.; Signal Maintainer J. R. Lockamy, Sanford, N. C.; All signal employees assigned to signal gang No. 6, W. W. Kelly, Foreman, including Foreman W. W. Kelly, Signalmen W. E. Weaver and G. H. Grant, Assistant Signalmen F. E. Hodges and C. B. Sweatt, Signalman C. E. Anderson; All signal employees assigned to Signal Gang No. 4, W. E. Warren, Foreman, including Foreman W. E. Warren, Signalmen D. R. Croslyn,* W. S. Walls, V. J. Veasey, W. R. Russell and G. L. Strickland.

(c) Carrier pay claimants listed or identified in part "b" above for a total of 560 man hours on a prorated basis at three (3) times their respective straight-time rate of pay, account Carrier did not permit them to work Saturday, February 22, 1969, a rest day and a

holiday, but used contractors' forces numbering 35 for a total of 16 hours performing recognized signal work. Claim is in addition to any compensation already received or otherwise entitled.

(Carrier's File: 15-63)

*By letter of April 10, 1969, D. R. Croslyn was deleted and N. L. Harrison and J. H. Smith were added—(See Brotherhood's Exhibit No. 2).

EMPLOYES' STATEMENT OF FACTS: Beginning February 18, and ending February 24, 1969, inclusive, extensive repair was made to the signal pole line and signal facilities in the Hamlet, North Carolina area, because of damage resulting from a snow and ice storm.

In making the needed repairs, Carrier used thirteen (13) employees of the Harrison Wright Construction Company, eleven (11) employees of the Stackhouse Construction Company, eleven (11) employees of the Hunter and Walder Construction Company and two (2) Diesel Shop Electricians.

Employees of the Signal Department, Claimants in this dispute were used with the above forces on February 18, 19, 20, 21, and 24. At the close of work on the 21st however, Claimants were instructed not to report for duty on the 22nd or 23rd, but to report for work again on the morning of the 24th. The contractors' forces however, and the two (2) Diesel Shop Electricians worked 16 hours on Saturday, February 22 and 14 hours on Sunday, February 23.

The signal work performed by the Contractors' forces and the Diesel Shop Electricians is covered by the Signalmen's Agreement, especially the Scope. The instant claim was therefore filed as a result of the violation, and the Scope of the Signalmen's Agreement is shown below for ready reference.

"RULE 1 — Scope

This agreement governs the rates of pay, hours of service and working conditions of all employees specified in Rules 2, 3, 4, 5, 6, 7 and 8, engaged in the construction, installation, inspecting, testing, maintenance and repair, either in signal shops or in the field, of all signalling, recognized signalling systems, interlocking plants, traffic control systems, wayside cab signals or apparatus, wayside train stop and train control systems, highway crossing protection devices, spring switch mechanisms when protected by signals, train order signals, car retarder systems (except track work in connection therewith), bonding of track, together with all appurtenances, devices, apparatus and equipment necessary to said systems and devices as named herein, as well as any other work generally recognized as signal work.

No employe other than those classified herein will be required or permitted to perform any of the work covered by the scope of this agreement."

The dispute was handled in the usual and proper manner, up to and including the highest officer of the Carrier, designated to handle such disputes, without obtaining a satisfactory settlement. Pertinent correspondence has been reproduced and attached hereto, identified as Brotherhood's Exhibit Nos. 1 through 10. There is an Agreement in effect between the parties bear-

electricians under their working agreement. Furthermore, you have stated signal employees performed some work on communication lines during this period, and it is pointed out no claim was made by communication employees account their work being performed by signal employees. As to your stating it is your information that communication employees have a provision in their working agreement which permits contracting of their work, attached is copy of such working agreement which does not so provide."

To complete the record the handling of the claim on the property, attached as Carrier's Exhibit "A" are copies of correspondence exchanged between General Chairman Harper and Superintendent Communications and Signals DePriest in connection therewith.

Exhibits not reproduced.

OPINION OF BOARD: Due to extensive damage caused by a snow and ice storm in the Hamlet, North Carolina area, Carrier used thirteen (13) employees of the Harrison Wright Construction Co.; eleven (11) employees of the Stackhouse Construction Co.; eleven (11) employees of the Hunter & Waldea Construction Co.; and two (2) Diesel Shop Electricians beginning February 18, 1969 and ending February 24, 1969 to make the necessary repairs. Employees of the Signal Department, Claimants herein, were used with the above mentioned outside forces on all dates except February 22nd and 23rd. The record establishes the fact that only a portion of the work performed by the outside forces belonged to Signalmen; however, the Organization has failed to prove the number of hours performed by outside forces that come within the Signalmen's scope. The record also reflects that Carrier offered to settle this dispute and the dispute contained in Award No. 18560, for a total of 352 hours at the time and one-half rate of pay. The record discloses that the Claim in this Award and the Claim in Award No. 18560, arise from the same work, but involve two different groups. Therefore, this Claim will be sustained in the amount of 352 hours at the time and one-half pay rate with the provision that the parties to this dispute and the dispute contained in Award No. 18560, will devise and apportion the distribution of the proceeds. It is specifically ordered that this Award for a total of 352 hours at the time and one-half rate covers and includes Claimants in Award No. 18560, as well as the Claimant in this Award and the proceeds will be apportioned to both set of Claimants.

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 was violated.

AWARD

Claim sustained in the amount of 352 hours at the time and one-half rate to be apportioned by the parties to Claimants involved in this Award and Claimants involved in Award No. 18560.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 13th day of May 1971.