NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 23890
THIRD DIVISION Docket Number SG-24071

Ida Klaus, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Southern Railway System

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Company, et al.:

(a) Carrier violated the present Signalmen's Agreement, particularly Scope Rule 1 among others, when they permitted TESCO employees to change out two bridge signals between Mile Post 145 and 152 from October 29, 1979 to November 9, 1979, denying Southern signal employees work that belong to them under the prwisions of the current Agreement.

(b) Carrier should now be required to compensate, at their present rate of pay, Southern Railway Signal employees D. M. Prince Foreman, C. B. Gregory, L. Signalman, J. A. Scruggs, G. 0. Wagner and R. E. Creasman Signalmen, A. W. Shepherd Assistant Signalman assigned to Southern Railway District Signal Gang #7, Signal Maintainer Arnold Tucker headquarters Eubank, KY., and D. W. Vanover Signalman and D. R. Stephens Assistant Signalman headquarters Lexington, KY., for 140 man hours straight time, 25 hours overtime and 32 man hours spent traveling to job site and hauling material. Total hours claimed is to be divided equally among the Claimants and is to be in addition to any pay they have already received because of this loss of work opportunity and because the Agreement was violated."

(General Chairman file: SR-149) (Carrier file: SG-430)

OPINION OF BOARD: The Claimants challenge the propriety, under the Scope Rule of the Agreement, of the use of an outside contractor's forces to perform Work on two recently constructed signal bridges.

The Carrier concedes that work may not arbitrarily be taken from under the scope of the Agreement. It contends, however, that the work in dispute was not exclusively covered by the Scope Rule, because it was performed by the outside contractor under warranty to replace bridge structures that proved defective. In the Carrier's view, the replacement work was in essence a corrected part of the basic structure built by the Warrantor.

The Organization contends that the work was exclusively that of the Claimants; that the Carrier has failed to prove its alleged warranty justifications; and that, even if covered by Warranty, the Work should have been performed by the Carrier's signal forces and its cost to the Carrier reimbursed by the warrantor.

It is established precedent of this Board that warranty work does not violate a Scope Rule.

As the record clearly shows that the replacement work was performed under warranty by the warrantor's employes, the Board concludes that the Organization has failed to prove a violation of the Scope Rule. The alternative arrangement, suggested by the Organization for doing the work, has no rational basis in the record. The claim 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 Employes involved in this dispute are respectively Carrier and Employes 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 not violated.

A W A R D

Claim denied.,

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 26th day of May 1982.