

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25500
Docket Number SG-24899

I. M. **Lieberman**, Referee

PARTIES TO DISPUTE: (**Brotherhood** of Railroad Signalmen
(Southern Railway Company

STATEMENT OF CLAIM: Claims of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway System, et al.:

Claim No. 1. General Chairman file: SR-253. Carrier file: SG-528.

(a) Carrier violated the Signalmen's Agreement, particularly Scope Rule 1 and the established practice, when they permitted **Bankhead** Welder Employees and Track Supervisor **Toby** Johnson to perform the insulation renewal in insulated joints that has historically been recognized as signal work covered by the **Scope** of the Signalmen's Agreement. The insulated joint renewal was performed on Signal Maintainer Vinson's assignment on October 6, 7, 8, 9, 10 and 11, 1981 and Claimant was not permitted to assist in the renewal of the insulation.

(b) Carrier now be required to compensate Signal Maintainer C. L. **Vinson** an amount equal to the hours of work he was denied in the amount of 32 hours **straight** time and 35 hours overtime and is to be in addition to any other pay he has received because of this loss of work that has historically been performed by him.

Track Supervisor **Toby** Johnson and **Bankhead** Welder employees spent the following time renewing **insulation** in glued insulated **joints** on Signal Maintainer C. L. Vinson's assignment between **MP** 83.2 and **MP** 105:

October 6, 1981	8 hours straight time	1 hour overtime
October 7, 1981	8 hours straight time	3 hours overtime
October 8, 1981	8 hours straight time	1 hour overtime
October 9, 1981	8 hours straight time	4 hours overtime
October 10, 1981	no straight time	13 hours overtime
October 11, 1981	no straight time	13 hours overtime

for a total of 32 hours straight time and a total of 35 hours overtime.

Claim No. 2. General Chairman file: SR-256. **Carrier** file: SG-529

(a) Carrier violated the Signalmen's Agreement, particularly Scope Rule 1 as well as an established practice, when they permitted **Bankhead** Welder Employees and Track Supervisor **Toby** Johnson to perform the insulation renewal in insulated joints that has historically been recognized as signal work covered by the Scope of the Signalmen's Agreement. The insulated joint renewal was performed on Signal **Maintainer** Stevens' **assignment** on October 12, 13, 20, 21, 24 and 25, 1981 and November 3, 4, **5** and 10, 1981, and Claimant was not permitted to assist in the renewal of the insulation.

(b) Carrier now be required **to** compensate Signal Maintainer W. D. Stevens **an amount** equal to **the** hours of work he **was denied in the amount** of 27 hours straight time and **29-1/2** hours overtime **in** addition to any other pay he has received because of this loss of work that has historically been performed by him.

Track Supervisor **Toby** Johnson and **Bankhead** Welder employees spent the following time renewing insulation in glued **insulated joints** on Signal Maintainer W. D. Stevens' assignment between **MP** 105 and MP 118.5:

October 12, 1981	3-1/2 hours overtime
October 13, 1981	1/2 hour overtime
October 20, 1981	2 hours overtime
October 21, 1981	3-1/2 hours overtime
October 24, 1981	5-1/2 hours overtime
October 25, 1981	10-1/2 hours overtime
November 3, 1981	2 hours overtime and 8 hours straight time
November 4, 1981	2 hours overtime and 8 hours straight time
November 5, 1981	7 hours straight time
November 10, 1981	4 hours straight time

for a total of 27 hours straight time and **29-1/2** hours overtime that was spent renewing insulation in insulated **joints** on Signal **Maintainer** Stevens' assignment that he was not allowed to assist.

Claim No. 3. General Chairman file: SR-257. Carrier file: **SG-530**.

(a) Carrier violated the Signalmen's Agreement, particularly Scope Rule 1,. as well as an established practice, when they permitted **Bankhead** Welder Employees and Track Supervisor **Toby** Johnson to perform the insulation renewal in insulated joints that has historically been recognized as signal work covered by the Scope of the Signalmen's Agreement and has been performed by signal employees. The insulated joint renewal was performed on Signal Maintainer Davis' **assignment on October 23, 24, 26 and 27, 1981 and November 6, 7, 8, 17 and 19, 1981 and Signal Maintainer Davis was not permitted to assist in the renewal of the insulation.**

(b) Carrier now be required to compensate Signal Maintainer J. D. Davis an amount equal to the hours of work he was denied in the amount of 31 hours straight time and **30-1/2** hours overtime in addition to any other pay he has received because of **this** loss of work that has historically been performed by him and is covered by the Scope of the agreement.

Track Supervisor **Toby** Johnson and **Bankhead** Welder employees spent the following **time** renewing insulation in glued insulated **joints on** Signal Maintainer J. D. Davis' assignment between MP 118.5 and **MP** 135 and Signal Maintainer **Davis** was not permitted to assist in the renewal of the insulation.

October 23, 1981	Straight time	0	Overtime	3 hours	MP	119.2
October 24, 1981	Straight time	0	Overtime	5-1/2 hours	MP	119.3
October 26, 1981	Straight time	8	Overtime	0	MP	120.9
October 27, 1981	Straight time	2	Overtime	0	MP	121
November 6, 1981	Straight time	5	Overtime	0	MP	123.2
November 7, 1981	Straight time	0	Overtime	11 hours	MP	125.6
November 8, 1981	Straight time	0	Overtime	9 hours	MP	130.1
November 17, 1981	Straight time	8	Overtime	2 hours	MP	132.5
November 19, 1981	Straight time	8	Overtime	0	MP	134.8

for a total of 31 hours straight time and **30-1/2** hours overtime.

OPINION OF BOARD: The several claims involved in this matter all relate to the allegation that foremen and outside contractors performed work reserved to signal forces by the Scope Rule: that is, changing insulation in insulated joints. A closely related dispute was handled by this Division in Award No. 25055 and previously in Award No. 20684.

As in the previous disputes, *supra*, when the outside contractor performed the work on the insulated joints, using the new technology, signal maintainers had the same responsibility which they had always had with respect to **this type** of work, namely inspection and observation to ensure **that** the work was properly accomplished. Signal forces had not done the type of work complained of herein in the past and there is no rule support for their position that it was improperly performed by others in this instance.

It has long been accepted that there must be finality in the resolution of disputes. The dispute **herein** between the same parties was disposed of in Award 25055 and the matter herein should be considered res judicata. It will be denied.

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**; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 13th day of June 1985.