

Award No. 6702
Docket No. SG-6888

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

J. Glenn Donaldson, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
SOUTHERN RAILWAY COMPANY**

STATEMENT OF CLAIM: It is the claim of the Brotherhood that the carrier violated the Signalmen's Agreement when on or about April 1, 1947 and continued until about April 8, 1947 it farmed out, removed or otherwise arranged or assigned generally recognized signal work to persons not covered and who held no seniority rights under the provisions of the signalmen's agreement. Also that the regularly assigned signal employees affected (Messrs. Murray, Lindsay, Maintainers and their assistants) by reason of this violation of the signalmen's agreement, be compensated at their proper rate of pay on the basis of time and one-half for an amount of time equivalent to that required by employees from other crafts to perform this signal work. That each signal employee involved shall receive pay for his proportionate share of the total time worked by the employees not covered by the signalmen's agreement.

EMPLOYEES' STATEMENT OF FACTS: Employees of the Signalmen's class or craft are represented for the purposes of the Railway Labor Act by the Brotherhood of Railroad Signalmen of America. An agreement between the Southern Railway Company and its Signalmen became effective April 1, 1942 (later revised subsequent to date involved in this dispute). Work which Signalmen have a right to perform is specified in Scope Rule 1, which reads as follows:

"Scope—Rule 1:

"This agreement covers the rules, rates of pay, hours of service and working conditions of employees hereinafter enumerated in Article II—Classification. Signal work shall include the construction, installation, maintenance and repair of signals, either in signal shops, signal storerooms or in the field, and shall also include necessary signal work on interlocking plants, automatic or interlocked highway crossing protection devices and their appurtenances, wayside train stop and wayside train control equipment, car retarder system, excluding track maintenance in connection therewith, centralized traffic control systems, as well as any other work generally recognized as signal work. It having been the past practice, this scope rule shall not prohibit the contracting of larger installations in connection with new work nor the contracting of smaller installations if required under provisions of State or Federal law or regulations, and in the event of such contract this rule is not applicable. It is not the intent by this provision to permit the contracting of small jobs of construction done by the Carrier for its own account."

(b) Carrier did **not** farm out, remove or otherwise arrange or assign signal work to persons not embraced in the agreement as alleged by the Brotherhood. The effective signalmen's agreement was **not** violated and the Board cannot sustain the claim as presented, as it lacks authority to do so. The money payment claimed is **not** authorized by the effective signalmen's agreement.

All relevant facts and arguments involved in this dispute have heretofore been made known to employe representatives.

(Exhibits not reproduced).

OPINION OF BOARD: The Carrier shows that section laborers assisted two Signal Maintainers and two assistant signal maintainers in digging and filling holes in connection with relocation of a pole line for the equivalent of a total of 160 man hours on April 2, 3, 4 and 9, 1947, and that during the same period a Maintenance of Way Department power shovel lifted and moved the poles from the old to the new holes for the equivalent of a total of approximately twelve man hours. Petitioner does not dispute these facts.

The Carrier also conceded that, if the hole digging had not been done by the section laborers, the Claimant Maintainers and Assistants would have had to perform the work because it was not possible to release the signal gang from work on which they were engaged.

In the circumstances in this particular case, the claim should be sustained but at pro rata rates of pay for 160 man hours covering time section laborers were used to dig and fill holes. Claim covering time power shovel manned by a Maintainer of Way Department operator assisted in handling poles should be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties to this dispute waived oral hearing thereon;

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 claim herein should be disposed of in conformity with the foregoing Opinion.

AWARD

Claim disposed of in conformity with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 25th day of June, 1954.