

Award No. 11142
Docket No. SG-10894

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
LOUISVILLE AND NASHVILLE RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Louisville and Nashville Railroad Company that:

(a) The Carrier violated and continues to violate the current Signalmen's Agreement, especially Rule 1, Scope, when on or about October 11, 14, and 15, 1957, it assigned or otherwise allotted to persons not covered by the agreement, namely, Oman Construction Company employes, generally recognized signal work of digging trenches for signal cables and pipelines, 2½ hours, 8 hours, and 2 hours, respectively.

(b) The employes assigned to Signal Gang No. 1, located at the New Yard, Boyles, Alabama, be compensated at their respective rates of pay for an equal amount of time as that required by the Oman Construction Company's employes to perform the generally recognized signal work. [Carrier's File G-201-12, G-201]

EMPLOYES' STATEMENT OF FACTS: During October, 1957, the Carrier was constructing a hump yard at Boyles, Alabama. A hump yard is a type of freight car classification yard that includes a car retarder system with numerous compressed air pipelines connected thereto, and numerous signal cables used for signal circuits. The compressed air pipelines and the signal cables are used exclusively by the Signal Department for the operation of the signal system in the New Boyles Yard.

During the construction of the New Boyles Yard, the Carrier assigned Signal Gang #1 to perform signal work in connection with the construction thereof.

Beginning on or about October 11, 1957, the Carrier allowed an employe of the Oman Construction Company to dig trenches with a trenching machine. These trenches were to be used exclusively for signal cables and signal pipelines in the New Boyles Yard. The Oman Construction Company employes operated a trenching machine on the

OPINION OF BOARD: This is a dispute between The Brotherhood of Railroad Signalmen of America and The Louisville and Nashville Railroad Company.

On October 11, 14 and 15, 1957 the Carrier assigned to a private contractor the work of digging a trench for signal cable and pipelines.

This is recognized as signal work, however the Carrier alleged that it was necessary to use special equipment.

Carrier further alleges that none of the Claimants were qualified to operate the machine. These allegations are not denied by the Organization. Under those circumstances, it is well established by prior awards, that the Carrier can contract out such work and not violate the Scope Rule.

For the foregoing reasons, we find the Agreement was not violated.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 14th day of February 1963.