

Award No. 11792
Docket No. SG-11386

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard J. Seff, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Great Northern Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly paragraphs (g) and (k) of the Scope Rule, when it installed factory-wired bungalows in connection with the construction of a Centralized Traffic Control system between Des Lacs and Wheelock on the Minot Division.

(b) The Carrier should now be required to compensate the gang men on the Lines East Seniority District for eighty (80) hours' pay at the Signalmen's rate for each of the twenty (20) bungalows used in this C.T.C. installation.

EMPLOYEES' STATEMENT OF FACTS: During 1957 the Carrier purchased factory-wired CTC bungalows and placed them in service in connection with the installation of a Centralized Traffic Control system. On September 18, 1957, Mr. Everett B. Luse, General Chairman, wrote the following letter of protest to Mr. R. A. Johnson, Engineer Signals:

"Please be advised that the wiring of relay bungalows properly comes within the scope of our agreement and this work belongs to the employees we represent.

We are protesting the use of prewired bungalows and will make a claim accordingly.

There is no justification whatsoever by having our work performed by others while at the same time our men are being laid off by the dozens which has occurred the past two months."

General Chairman Luse again wrote to Engineer Signals Johnson, on December 18, 1957, as follows:

"Please refer to my letter to you under date of September 18, 1957, wherein I stated that we were protesting the use of prewired bungalows and would make a claim accordingly.

2. The pre-wired CTC bungalows are not custom-built as the Organization alleges, but standard catalog items which may be ordered in several different models.
3. The Scope Rule of the Signalmen's Agreement contains absolutely no language which would tend to support the Organization's contention that the Carrier has surrendered its inherent managerial right to purchase signal equipment from a manufacturer.
4. Awards Nos. 4662, 5044, 7833, 7841, 7842, 7843, 7844 and 7965 of the Third Division, N.R.A.B., are directly in point, and establish the principle that clear and specific language is necessary in the Scope Rule in order to restrict the Carrier's inherent right to purchase factory-assembled equipment; and that the rights of the Carrier's employees to perform work on equipment does not arise until that equipment becomes the property of and under the control of the Carrier.
5. Many cited awards of the Second Division, N.R.A.B., support the principles established by the Third Division awards cited above.
6. The claims for unnamed and unidentifiable claimants are absolutely barred by the provisions of Article V, 1(a), of the August 21, 1954 National Agreement.
7. The claim for an arbitrary penalty in the amount of 80 hours pay for each of the twenty pre-wired CTC bungalows is purely speculative and without any evidentiary support whatsoever.

For the foregoing reasons, the Carrier respectfully requests that the claims of the Employees be denied.

All of the evidence and data contained herein has been presented to the duly authorized representatives of the Employees.

(Exhibits not reproduced.)

OPINION OF BOARD: In connection with the installation of Centralized Traffic Control between Des Lacs and Wheelock, North Dakota, Carrier purchased from the General Railway Signal Company twenty pre-wired instrument housings or bungalows. These housings or bungalows as received on the property contained all of the apparatus and internal wiring needed to fit them into the complete CTC system.

The placement of the bungalows and the connecting of them into the complete system was performed by Carrier's Signal Department employees. It is the work that was done at the factory that the employees complain about. The Employees allege that the several bungalows were fitted and wired according to plans and blueprints which Carrier furnished the Manufacturer, therefore, they were, and we quote the Employees, "tailor made" to suit the needs of this carrier and, consequently, represent work reserved to Signalmen by the Scope Rule of the Agreement.

Unrefuted evidence contained in the record does not support the allegation that the bungalows were "tailor made" for carrier. Furthermore, based on the whole record we are not convinced that the work such as is involved here is work reserved by the Scope Rule; therefore, the claim 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 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 25th day of October 1963.