

Award No. 12720
Docket No. SG-11737

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Francis M. Reagan, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOUTHERN RAILWAY COMPANY

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

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it allowed a contractor, the Brooks-Allison Electric Company, whose employes hold no seniority or other rights under the Signalmen's Agreement, to perform signal work in connection with the installation of car repair facilities at Macon, Georgia, beginning on or about November 10, 1958.

(b) The Carrier should now be required to compensate Signal Maintainers F. O. Dasher, R. G. O'Neal and A. L. Harris, and other signal employes who would have been entitled to the work on seniority basis, at their respective rates of pay for all hours worked by persons who hold no seniority or other rights under the Signalmen's Agreement. Claim to be effective on date work was started or sixty (60) days prior to January 2, 1959, and continue thereafter so long as the contractor and his forces are permitted to perform signal work in violation of the Agreement, or until the proper correction is made and the signal work assigned to signal employes in accordance with the Agreement.

[Carrier's File: SG-13060]

EMPLOYEES' STATEMENT OF FACTS: Beginning on or about November 10, 1958, a crew of ten (10) or twelve (12) men, employes of an electrical contractor, who hold no seniority or other rights under the Signalmen's Agreement, began installing certain equipment and facilities involving signal work on a repair track in the Carrier's yards at Macon, Georgia. Upon making an investigation of this matter, Mr. E. C. Melton, General Chairman, discovered that the contractor's employes were performing work which had heretofore been performed by signal employes on similar installations and even larger jobs at other locations and that these outside employes were installing switch machines, switch locks, spring switches, switch circuit controllers, insulated joints, track bonding, relay cases with relays and all wiring necessary

to subdivide the work in that it lays claim only to part of the work contracted. Prior awards of the Board completely negative such a contention.

Furthermore, special skills, special materials and special equipment were required to do the work. Signal forces do not have the special skills required to do all electrical work (not signal work) of the type here contracted; nor did they have the special equipment or special materials in their possession. Then too, the work was of great magnitude and involved a considerable undertaking. Prior awards of the Board fully support the Carrier's action in contracting the whole construction job involved at Macon, Ga.

CONCLUSION

Carrier has shown conclusively that:

- (a) That part of the claim relating to unnamed persons on unidentified dates for unspecified amounts, as well as that part of the claim relating to work performed prior to November 3, 1958, is barred by the Agreement of August 21, 1954.
- (b) The effective Signalmen's Agreement was not violated as alleged, and the claim and demand here made are not supported by it. The involved work was not "signal work" or "generally recognized signal work," nor was there a signal system involved. To the contrary, it was electrical work on a car repair facility, a Mechanical Department operation, not a Signal and Electrical Department operation.
- (c) The principles of prior Board awards fully support the Carrier's action in contracting the work here involved. Furthermore, the scope of the agreement in evidence clearly recognizes the management's right to contract large installations of the type here involved in connection with the performance of new work. The construction project at Macon was new work. In fact, the installation at Macon is one of the most modern car repair facilities of its type in the country.

Part (b) of the claim, as it relates to unnamed persons for unspecified amounts on unidentified dates, and the part relating to work performed prior to November 3, 1958, being barred, should be dismissed by the Board for want of jurisdiction. The remainder of the claim should be denied, as it is completely without merit and unsupported by the Agreement in evidence.

OPINION OF BOARD: This is the fourth in a series of five cases between these same parties arising out of the interpretation of the Scope Rule of the Agreement of the parties of February 16, 1948 as applied to the problems arising out of construction of major car repair facilities at five places on the Carrier's system in the instant case at Macon, Georgia.

The rules as applied in Awards No. 11162 (Moore), 11369 (Dorsey) and 11612 (Webster) are applicable here.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of July 1964.