

Award No. 15156
Docket No. SG-14522

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
(Eastern Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Atchison, Topeka and Santa Fe Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when, on or about April 30, 1962, it assigned Maintenance of Way Employees in the B&B Gang to construct the cement floor and assemble the "Butler" Signal Department relay house at Stronghurst, Illinois, on the Illinois Division.

(b) The Carrier be required to pay Signal Foreman B. F. Middleton; Leading Signalman R. G. Whaley; Signalmen E. J. Swearinger and J. D. Oliver; Assistant Signalmen A. J. Sartin, D. E. Norris, D. K. Keochle, F. Coleman and R. E. Britton; and Signal Helpers L. F. Conrad, A. W. Slater, W. Carley and E. J. Norris at their respective pro rata rates of pay for a proportionate number of the total number of hours worked by employees of the Maintenance of Way — B&B Gang in the performance of this signal work.

[Carrier's File: 132-94-3]

EMPLOYEES' STATEMENT OF FACTS: This dispute is a result of Carrier arbitrarily and unilaterally removing the work of constructing the cement foundation for and assembling of a metal "Butler" relay housing at Stronghurst, Illinois, from the Scope of the Signalmen's Agreement and assigning said work to employees other than Signalmen.

On or about April 30, 1962, Maintenance of Way employees in a Bridge and Building gang were assigned to construct a cement foundation and subsequently assembled a metal relay house on it. The house was installed primarily and exclusively for the housing of Signal Department signal equipment, including relays, rectifiers, batteries, and other associated signal appliances and wiring, and as such was an integral part of the TCS (Traffic Control System) which was being installed by Signalmen.

As previously stated, I cannot agree with your decision; therefore, I am referring the case to President Jesse Clark of our Organization for further consideration and handling.

Very truly yours,

/s/ W. H. Lewis

cc: Mr. Jesse Clark, President"

January 10, 1963
132-94-3
132-94-3-1

Mr. W. H. Lewis, General Chairman
Brotherhood of Railroad Signalmen
523 E. Third Street
St. John, Kansas

Dear Sir:

This has reference to your two letters of January 9, 1963 concerning your two appeal claims in behalf of Signal Foreman B. F. Middleton and certain identified members of his signal gang, and is to advise that you may disregard the initial position I advanced in the second paragraphs of my two decisions of January 3, 1963 insofar as it concerned the identification of the claimants in whose behalf those claims were presented.

As to the statements contained in the last incomplete paragraph on page 1 of your two letters, I am of the confirmed opinion that, regardless of the reason for the Brotherhood's failure to appeal therefrom, the Superintendent's denial of Local Chairman Creson's claim became final and binding when no appeal was made therefrom and supports a denial of your two appeal claims previously referred to herein and any future claims of a similar nature.

Yours truly,

/s/ O. M. Ramsey"

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute concerns the construction of a concrete floor and foundation and erection upon it of a prefabricated metal "Butler" type building for housing signal equipment at Stronghurst, Illinois.

The Brotherhood contends that Carrier violated the Signalmen's Agreement when it assigned Maintenance of Way employes in the B&B Gang to perform this construction and assembly work. It maintains that this work has been generally recognized as signal work under the Scope and that there has been a past practice with few exceptions for Signal Department employes to construct the foundations and set the relay houses upon these. In addition, it urges that since the housing is to be used for signal purposes, Signalmen should perform the work.

Carrier denies violation of the Scope, pointing out that this work is not specifically mentioned in the rule. It also argues that Signalmen have never

constructed "Butler" type buildings on its property, and states that where Signalmen in the past did erect some signal housing, they never performed this work exclusively.

We find that the Scope Rule does not support the contention that Signalmen have the exclusive right to the erection of prefabricated "Butler" type structures to house signal equipment. It does not designate by specific terms that this work is reserved to Signalmen. Although Signalmen have performed concrete and foundation work and erected signal houses thereon, Signalmen have never erected "Butler" type buildings. This type of building has features which distinguish it from the relay houses that in the past have been installed by signal employees.

In view of these facts, we hold 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 Employee involved in this dispute are respectively Carrier and Employee 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 19th day of January 1967.