

Award No. 15675
Docket No. SG-15253

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Thomas J. Kenan, 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 when a contractor and his forces were used on September 18, 19, 27, and October 1, 1963, for a total of forty (40) hours and thirty (30) minutes at Mile Post R-104.7 Beltline Boulevard, in or near Columbia, South Carolina, on the installation of crossing signals.

(b) Messrs. P. G. Lotshaw, Crossing Signal Maintainer — Columbia, South Carolina, and J. L. Holsenback, Jr., Signal Maintainer — Blythewood, South Carolina, who were available and did perform certain parts of the crossing signal installation here involved, be paid at their respective rates of pay on a proportionate basis for all hours worked by the contractor and his forces September 18 through October 1, 1963, and continuing as long as they, or other persons not covered by the Agreement, are permitted to perform recognized signal work on the crossing signal installation here involved, or until the violation is corrected.

[Carrier's File: SG-19462]

EMPLOYEES' STATEMENT OF FACTS: This dispute, like numerous others from this property which have either been decided by this Division, previously, or are awaiting adjudication, involves signal work which Carrier contracted out to persons not covered by the Signalmen's Agreement. On each of four (4) different days during the period from September 18 through October 1, 1963, varying numbers of men — from two to five — not covered by the effective Signalmen's Agreement were used by Carrier for periods of time totaling forty (40) hours and thirty (30) minutes to perform certain parts of the signal work necessary and incident to the installation of highway crossing flashing light signals at a crossing in or near Columbia, South Carolina.

The signal work which Carrier contracted out included digging and back-filling holes for foundations, setting foundations and crossing signals, moving

Furthermore, claimants in the instant case were on duty and under pay on the dates involved and were not adversely affected. They do not have a contract right to the compensation here demanded by you on their behalf.

Claim, being indefinite, without basis and unsupported by the agreement, is declined."

On March 3, 1964, the Director of Labor Relations and the General Chairman met in conference and discussed, among others, the instant claim. On the same date, the Director of Labor Relations addressed letter to the General Chairman, reading:

"This refers to our discussion in conference today of claim on behalf of Mr. P. G. Lotshaw, signal maintainer, Columbia, South Carolina, and Mr. J. L. Holsenback, Jr., signal maintainer, Blythewood, South Carolina, for pay for unspecified amounts on September 18, 19 and 27, and October 1, 1963, alleging violation of the agreement on the grounds that the company contracted for machines to do certain unidentified heavy lifting, breaking of pavement, excavating and backfilling in connection with the installation of highway crossing signals at milepost R-104.7, Beltline Blvd., in the vicinity of Columbia, South Carolina.

Claim being without basis and unsupported by the agreement, I declined to change the decision given you in my letter of February 7, 1964. Furthermore I again remind you of the fact that the claimants were on duty and under pay when the involved work was performed. Claim being indefinite, without basis and unsupported by the agreement, my previous declination of the same is confirmed."

The above correspondence exchanged by the parties constitutes the handling of the claim and demand on the property.

OPINION OF BOARD: Employees contend that the Carrier utilized a private contractor on four specific days "on the installation of crossing signals" at a described location and that such contractor and his forces performed "recognized signal work in direct violation of the current Signalmen's Agreement." No description of the challenged work is supported by evidence offered by the Employees.

The Carrier stated, in its letter of November 21, 1963, as follows:

"The truth of the matter is the contractor and his machines did nothing but the heavy lifting, breaking of pavement, excavating and back-filling, all of which we have never recognized as belonging exclusively to signal employees, while the claimants themselves did all of the recognized signal work such as assembling the cantilever crossing signals, installing cable, making the necessary wiring changes, relocating one cut-section and painting the complete installation."

The foregoing constitutes the entire factual support of the Employees' claim. The Board finds that to be too vague and unsubstantial to support the Employees' claim.

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 claim fails for lack of proof.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1967.