

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION**

Arthur W. Devine, 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) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when, on October 29, 1965, Contractor Andrews of Columbia, South Carolina, was employed with one man and a backhoe loader with plow to plow in underground signal cable in connection with the installation of overlay track circuits in Batesburg, South Carolina, at or near Mile Post R-141.

(b) Carrier be required to pay Signal Maintainer B. H. Bradshaw for three (3) hours at his straight time rate in addition to pay which he has already received. [Carrier's File: SG-22606]

EMPLOYEES' STATEMENT OF FACTS: This dispute, like others from this property, of which some have been decided by the Division and several are awaiting adjudication, involves the performance of Signal Work by persons not covered by the Signalmen's Agreement.

In connection with the installation of overlay track circuits at or near Mile Post R-141, Batesburg, South Carolina, it was necessary to bury underground signal cable.

Signalmen were assigned to the project; however, Carrier arranged for and/or otherwise permitted a contractor to do a part of the work. On October 29, 1965, Contractor Andrews using one man, a back-hoe loader, and plow installed the underground signal cable. He worked three (3) hours, from 8:30 A. M. until 11:30 A. M. in the performance of this work.

As a result of the obvious violation of the Scope of the effective Signalmen's Agreement, claim by Vice General Chairman G. F. Harper, on behalf of Signal Maintainer B. H. Bradshaw, Batesburg, South Carolina, was presented to Signal & Electrical Superintendent L. C. Brown in a letter dated December 4, 1965, which has been reproduced and identified as Brotherhood's Exhibit No. 1. Subsequent correspondence relating to the handling of the claim on the property has been reproduced and also attached hereto; it is identified as Brotherhood's Exhibit Nos. 2 through 9.

tracted to signal employes. Moreover as already explained, Mr. Bradshaw was monthly rated under the agreement and during October 1965 did not work as many as 211½ hours, the number of hours comprehended by his monthly rate.

As the claim is absurd, without any basis whatsoever and unsupported by the agreement here controlling, I confirm my previous declination of the same."

On July 9, 1966 the Vice General Chairman replied as follows:

"Reference is made to your letter of May 5, 1966, concerning claim on behalf of B. H. Bradshaw. Your file SG-22606.

You state, 'If Mr. Bradshaw is entitled to 3 hours additional compensation, it would clearly be creditable against the number of hours included in his monthly rate.'

We cannot agree with your position in this respect, as the claim was filed for the violation of the signalmen's agreement, and the number of hours Mr. Bradshaw made in the month of October, 1965, has no controlling interest in this instant case.

Further reference is made to your letter of June 10, 1966, in that you contend that neither the machine (backhoe) or the operator performed signalmen's work. The fact is, The Southern Railway Company recognized this claimed work belongs to the signalman's craft, long ago, by providing the signal department with machines to do this class work. This is a matter of record and was called to your attention in previous correspondence in this claim.

We are forwarding this claim to Grand Lodge for their consideration for handling with the Adjustment Board."

On July 14, 1966 Carrier's Director of Labor Relations responded to the Vice General Chairman's letter as follows:

"Acknowledgment is made of your letter of July 9 concerning claim on behalf of monthly rated Signal Maintainer B. H. Bradshaw for pay for 3 hours on October 29, 1965 in addition to pay for that day because one man operated a backhoe used to pull a plow which plowed a cable in the earth at or near milepost R-141 between 8:30 A. M. and 11:30 A. M.

Attached for the record are copies of check rolls for both periods of October 1965 showing the number of hours worked by B. H. Bradshaw and revealing the fact that he did not work but 186½ hours during that month although he was paid for 211½ hours.

Your allegations are without basis and are denied."

(Exhibits not reproduced.)

OPINION OF BOARD: In connection with the installation of overlay track circuits near Batesburg, S. C., it was necessary to bury underground

signal cable. The Carrier arranged with a contractor to furnish a small tractor to pull a cable plow in burying the cable. The contractor consumed three hours in performing the work.

The Board has heretofore held, in disputes between the same parties, that trenching for signal cables is work comprehended by the Scope Rule of the applicable Agreement and is, therefore, signalmen's work. (Awards 15827, 15062, 13236, among others.) Although the record shows that Claimant lost no time, we will sustain the claim as presented for three hours at straight time rate. See Award 16520 involving the same parties.

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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of July 1968.