

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Levi M. Hall, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ALTON AND SOUTHERN RAILROAD

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Alton and Southern Railroad that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it required a Maintenance of Way employee who holds no seniority or other rights under the Signalmen's Agreement to perform generally recognized signal work of oiling switch plates on power-operated switch on August 10, 14, 17, 21, 24, 28, 31, September 4, 7, 11, 14, 18, 21, 25, 28, October 2 and 5, 1959.

(b) The Carrier should now be required to compensate Leland C. Goldschmidt for two hours and forty minutes at the Assistant Signalman rate of pay (\$2.44 per hour) for each day listed in paragraph (a) above.

EMPLOYEES' STATEMENT OF FACTS: This dispute is based on the fact that the Carrier required a Maintenance of Way track walker who holds no seniority or other rights under the Signalmen's Agreement to oil switch plates on a power-operated switch. This switch installation, with its intricate and component parts necessary for its operation, was installed by Signal Department employees. It has been and still is maintained and adjusted by signal employees.

The claimant (who is also Local Chairman) in this dispute, Mr. Leland C. Goldschmidt, is an Assistant Signalman working with and under a Signal Maintainer patrolling and maintaining telephone, electrical, and signal apparatus and their appurtenances on the Alton and Southern Railroad. His assigned working hours are from 8:00 A.M. until 4:30 P.M., assigned rest days Saturdays and Sundays.

Sometime during April, 1959, the Carrier supplied a new oil can and a brush, and made arrangements for oil to be delivered to a Maintenance of Way track walker with instructions to oil certain equipment that had been installed, adjusted, repaired, maintained, and oiled by signal employees.

volves the oiling of switch plates of a switch that is electrically operated. That is the claim the employees submitted to your Board, as indicated in their "Statement of Claim." The electric switch machine is in no way involved.

The only reason signalmen have occasionally performed this work is that they are at the switch from time to time, making periodic inspections and performing maintenance work on the electric switch machine proper, and while there, have oiled the plates. This did not, however, give them exclusive rights to the work.

The switch and switch plates involved in this dispute are the same as all other switches and switch plates on this property. There is no difference in the switch. It is simply additionally equipped so that it can be power operated. The switch also can be operated manually, and has been thrown by hand numerous times in the past when the switch machine is not properly functioning, or, when for operating reasons, it is necessary or expedient to do so. The manufacturer of this switch machine, the Union Switch and Signal Company, describes it as "Style M-23a-Dual Control Switch Machine Applied to Single Switch", and it is designed so that it can be operated electrically or manually.

If we are to follow the logic the employees are using, then on days the switch is being operated electrically, the switch plates must be oiled by Signal Department employees; and, using this same logic, on days when the switch is operated manually, because of a malfunction of the switch machine, or because of operational requirements, the switch plates may then be oiled by the Maintenance of Way employees. Any work arrangement of this kind would, of course, be absurd.

The claims involved in this dispute are not supported by any scope rule, practice, or simple logic, and we respectfully request your Board to decline them.

(Exhibits not reproduced.)

OPINION OF BOARD: The Scope Rule of the Agreement reads as follows:

"This agreement covers rates of pay and working conditions of all employees in the Signal Department below the rank of Signal Supervisors, except clerical forces, performing work generally recognized as signal work."

Since it does not delineate or define specific items of work, it must be regarded as being general in nature. Accordingly, the burden rests with the Petitioner to prove that the work in dispute has been generally recognized as signal work through tradition, custom and practice. Failure to establish such foundation is fatal to the claim. The record conclusively shows that the work in dispute has not been exclusively performed by Signal Department employees and the claim must, therefore, be denied.

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 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 7th day of August 1964.