

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pennsylvania Railroad Company:

(a) The Carrier violated the Scope and Article 1, Section 3 of the Agreement, when, on September 9, 1960, it allowed persons (Supervision) not covered by our agreement to shut off compressor at Paoli.

(b) E. J. Plank, Maintainer C&S, Paoli Section, be paid 2 hours and 10 minutes at the time and one-half rate of his position because of violation cited in claim (a) above.

[System Docket 235 — Philadelphia Region (P. T. District Case 84)]

EMPLOYEES' STATEMENT OF FACTS: Other than signal employees called a strike against the Carrier to become effective September 1, 1960. The Carrier then abolished all positions held by signal employees covered by the Signalmen's Agreement. Therefore, signal employees were without any positions for the duration of the strike. It was subsequently agreed that signal employees would return to their former positions after the strike.

Claimant Plank held a Maintainer position at Paoli Tower prior to the strike. His position was abolished effective 12:01 A. M., September 1, 1960, in accordance with the issuance of Bulletin No. 188, dated August 25, 1960, which was addressed to all employees concerned, and stated that due to the announcement of the Transport Workers' Union and the System Federation No. 152, AF of L, that they were calling for a strike to become effective September 1, 1960, this interruption of service would make it necessary to abolish his position along with other positions on the same Bulletin. He returned to that position on September 12, 1960, in accordance with an understanding between Carrier's Manager of Labor Relations and this Brotherhood's General Chairman.

This dispute is based on the fact that a Carrier official not covered by the current Signalmen's Agreement performed signal work on Claimant's territory on September 9, 1960, and on the contention that the performance of that

National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the Agreement between the parties to it. To grant the claim of the Employees in this case would require the Board to disregard the Agreement between the parties thereto and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by parties to this dispute. The Board has no jurisdiction or authority to take any such action.

The Carrier has established that the Rules Agreement was not violated, particularly the Scope and Article 1, Section 3, relied on specifically by the Employees. Accordingly, the Claimant is not entitled to the compensation claimed.

Therefore, the Carrier respectfully submits that your Honorable Board should deny the claim of the Employees in this matter.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant was furloughed during a strike by organizations other than the Organization herein involved. During the strike an Assistant Supervisor, not covered by the Organization's Agreement with Carrier, pulled a switch to shut off air compressors at Paoli, Pennsylvania. The Organization claims that this act was the performance of signal work belonging exclusively to the Organization, and violated the Agreement.

The Scope Rule in this Agreement is not general, but sets forth in considerable detail the work reserved to the Organization; it includes the installation, maintenance and repair of air compressors such as are herein involved. Carrier argues, however, that the pulling of a switch to turn the compressors off was not done incidentally to their installation, maintenance or repair, but was done because Carrier had decided that it was uncertain how long the strike might last and had determined to stop the operation of the compressors. Pulling the switch to turn off the compressors for this reason, argues Carrier, is not covered by the Scope Rule as incident to the basic work reserved to the Organization. We agree that when the switch was pulled to turn off the compressors in the circumstances here involved, that operation did not belong exclusively to the Organization and the Scope Rule 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 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 17th day of December 1965.