

Award No. 18907
Docket No. SG-14941

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Daniel House, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CLINCHFIELD RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Clinchfield Railroad that:

(a) The Carrier violated the agreement between the Brotherhood of Railroad Signalmen and the Clinchfield Railroad Company, signed June 23, 1950, effective July 1, 1950.

(b) Work which has and still is being taken from Signalmen in the Signal Shop at Erwin, Tennessee, be returned to them at once.

(c) Maintenance of Way Shop Employees be notified that they are violating the agreement and can no longer do work covered under our Scope.

[Carrier's File: 5281, 455; BRS; Signalmen]

EMPLOYEES' STATEMENT OF FACTS: This dispute is a result of Carrier assigning the work of repairs to Signal, Communications and Electrical (SC&E) Department rail grinders, generators and welders to Maintenance of Way Shop employees, who are not covered by the effective Signalmen's Agreement.

Previous to April 27, 1963, and specifically within 60 days prior to that date, two Power Products rail grinders, one Kohler generator, and one NCG welder which are assigned to the SC&E Department employees for their use were repaired in the Maintenance of Way Shop. Previous to this work by others on those four pieces of equipment, SC&E employees under the Agreement had taken care of the repairs on such equipment either in the SC&E Shop at Erwin, Tennessee, or in the field.

Since the year 1954 there have been approximately fourteen (14) rail grinders, including Models 150, 1000, and 3000, two (2) gasoline operated arc welders, and five (5) power generators assigned to and used by the SC&E Department employees. When it was necessary to make repairs to this equipment, the work was assigned to and accomplished by SC&E employees, either in the Signal Shop or in the field. A record of such repairs was maintained in the shop on a card system, and necessary parts were stocked.

communication system, apparatus or device, excluding the erection and maintenance of towers and buildings.

Electric and gas switch heaters and slide fences.

All other work generally recognized as line of road electrical, signal and communication work.

It is understood the following classifications shall include all persons performing the work under the heading of 'Scope.' No person other than those classified herein shall be permitted to perform any of the work described herein."

OPINION OF BOARD: It is clear from the Record that notice requirements as mandated by the Supreme Court have been met by the Board.

The dispute hinges primarily upon interpretation of that part of the Scope Rule of the Signalmen's Agreement reading:

" . . . shop repairing of equipment used in connection with the above named systems and devices . . . "

Considering the entire Scope Rule, we can only conclude that the quoted clause refers to signal and communication facilities or equipment, as distinguished from tools or roadway machines that may be used by signalmen in the performance of their duties as signalmen. It follows, therefore, that signalmen did not have the exclusive right to repair the machines referred to. The claim will accordingly be denied.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of December, 1971.

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