



Award No. 19036
Docket No. SG-15445

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Clement P. Cull, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOUTHERN PACIFIC COMPANY (Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Company (Pacific Lines) that:

(a) The Southern Pacific Company violated the current Signalmen's Agreement, effective April 1, 1947 (reprinted April 1, 1958 including revisions) when it failed and continues to fail to apply the Scope, Classification, Bulletining, Assignment, Loss of Earnings, or other provisions of the agreement, by not allowing employees of the Signal Department to perform the work of cleaning parts to be repaired at the Sacramento Signal Shop.

(b) The Southern Pacific Company allow Mr. H. L. Thompson, senior Signalman, Sacramento Signal Shop, one (1) hour at his time and one-half rate of pay for each day commencing sixty (60) days prior to December 4, 1963, and continue paying Mr. Thompson (1) one hour at his time and one-half rate so long as the Carrier continues to violate the agreement, for each working day of the violation.

EMPLOYEES' STATEMENT OF FACTS: As indicated by our Statement of Claim, this dispute is based on Carrier's action of assigning the work of cleaning signal parts to employees not classified in or covered by the Signalmen's Agreement.

The record will contain evidence to show that it has been a practice of long standing (at least 30 years) for signal shop forces to use lye vats and/or steam cleaning equipment to clean signal parts and equipment.

Various signal shops were consolidated in 1961; those at West Oakland and San Jose, California, were abolished; those at Sacramento and Los Angeles, California, Brooklyn, Oregon, and El Paso, Texas, were retained

In 1962, Carrier set up a new lye vat about one hundred (100) feet north of the blacksmith section of the Sacramento Signal Shop, then required and/or permitted other than signal employees to handle signal parts and equipment and clean them in this new lye vat.

Under date of December 4, 1963, the Brotherhood's Local Chairman presented a claim for at least one hour per day on behalf of the senior Signalman

been performed by others where necessary facilities have been located within other departments, and it is our position that the utilization of such facilities where available, operated by the employees assigned thereto, is not in violation of the current agreement, and the claim presented is denied."

10. Copies of Petitioner's General Chairman's letters of April 6, 1964, and May 14, 1964, in connection herewith are attached as Carrier's Exhibits "G" and "H", respectively.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim seeks redress for one employe because Carrier did not allow "employees of the Signal Department to perform the work of cleaning parts to be repaired at the Sacramento Signal Shop."

There is no dispute that since on or about September 1963, Signalmen have not been doing the cleaning of such parts. Since that time small signal parts are placed in baskets and large signal parts are placed on pallets by Signalmen. Both are transported from the System Signal Shop by Stores Department employees, by lift truck, to automatic washing facilities within the General Shops area of the Mechanical Department. The baskets are put on roller tracks and go through the cleaning operations automatically. The larger parts are taken to another facility, known as the truck cleaning tunnel, in the Mechanical Department where a Mechanical Department employe attaches a cable to the truck and the truck is pulled through the tunnel and the part is cleaned in the process. Both machines are assigned to Mechanical Department employees and Carrier states are "used primarily for cleaning locomotive and other parts." After the cleaning operations the parts, in baskets or on pallets, are returned to the Signal Shop by Stores Department employees where Signalmen remove the parts and do the necessary further work.

Prior to the foregoing, the record clearly reveals evidence, unrebutted by Carrier by evidence before us, that at the location herein, and at other locations in the system cleaning of signal parts was done by Signalman for many years in lye vats or steam cleaning facilities located in various signal shops. The lye vat at this location became obsolete and the present procedure was instituted.

The Scope Rule in the Agreement reads, in part, as follows:

"This agreement shall apply to work or service performed by the employees specified herein in the Signal Department, and governs the rates of pay, hours of service and working conditions of all employees covered by Article 1, engaged in the construction, reconstruction, installation, maintenance, testing, inspecting and repair of wayside signals, pole line signal circuits and the appurtenances, interlocking, spring switch locking devices, highway crossing protection devices and their appurtenances, wayside train stop and train control equipment, detector devices connected with signal systems, signal shop work and all other work that is generally recognized as signal work."

While "cleaning signal parts" is not specifically mentioned in the Scope Rule, we find it to be included in one or more of the following words of the Rule: "construction, reconstruction, installation, maintenance, testing, inspecting and repairs." Thus, as we find that such work is covered by the Scope

Rule and as it is well settled that the written agreement takes precedence it is not necessary to go to practice. It should be noted, however, that, as to practice on the system, Carrier, during handling on the property, was presented with signed statements from Signalmen, at various locations, on the System, stating that this work was done by Signalmen. Carrier has not rebutted these statements.

The mere fact that the work is now being done outside the Signal Department should not serve to defeat the claim. It is in fact the reason for the claim.

Having found that the work involved is covered by the Scope Rule Carrier was under an obligation not to remove it from Employees without a superseding agreement to that effect arrived at after collectively bargaining with the Organization. Accordingly, we will sustain the claim. However, compensation will be at the straight time rate. There is no evidence in the record to show that the work would have been done during overtime hours.

The Organizations representing the Stores Department and the Mechanical Department have been notified of the dispute and their possible involvement in it. They have failed to participate and have made no submission to this Board. Under *Transportation-Communication Employees' Union v. Union Pacific Railroad Company* (385 U.S. 157, 1966) we have resolved the dispute by finding that cleaning signal parts is covered by the herein Scope Rule.

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, except as indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1972.