

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20800  
Docket Number SC-20362

Dana E. Eischen, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Southern Pacific Transportation Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation

Company that:

(a) The Southern Pacific Transportation Company violated the agreement between the Company and the Employees of the Signal Department represented the Brotherhood of Railroad Signalmen effective April 1, 1947 (Reprinted April 1, 1958 including revisions) particularly the Scope Rule and Rule 70.

(b) Mr. D. L. Bohling be allowed additional compensation eight (8) dollars at his pro rata rate of pay for April 5, 1972.

Carrier's File: SIG 152-3057

OPINION OF BOARD: The record shows that on April 5, 1972 Carrier's Principal Assistant Signal Engineer supervised certain Signalmen and Assistant Signalmen in cleaning and clearing out a storage room at the System Signal Shop in Sacramento. In the process, the Carrier official lifted, handled and separated signal materials and apparatus, sorted out material to save or be disposed of, and carried some scrap material from the storage area outside to scrap bins.

The Organization asserts that the foregoing constituted a violation of the Scope Rule and Rule 70 of the controlling Signalmen's Agreement. In this connection, Carrier maintains at the outset that the Organization is restricted by handling on the property to reliance on the "catch-all" phrase in the Scope Rule i.e.: "and all other work generally recognized as signal work performed in the field or signal shops". Thus, carrier in denying the claim invokes the myriad awards which endorse the concept of system-wide exclusivity in cases when Agreement language is not clear and a claim must stand or fall on custom, tradition or practice. We do not reject this time-honored principle in appropriate cases, but we think that reliance thereon is misplaced in the instant case. In our considered judgement, the record does not support Carrier's assertion that the Organization either abandoned on the property or is barred otherwise from reliance on the express language of the Scope Rule to support the claim herein.

There **is** no doubt in the factual record that a Carrier official lifted, sorted, carried and disposed of **signal** material and apparatus at the Sacramento Signal Shop on April 5, 1972. Clearly such work is, in the fact<sup>8</sup> and circumstances of this case, covered by the Scope **Rule**. See Awards 19036 and 19237. Thus, since the Official performed work belonging to employees covered by the Agreement we have **no** alternative but to sustain the claim. We note that Carrier's assertion on the record stands unrefuted that less than 8 hour<sup>8</sup> was consumed by the Carrier official in handling the signal materials **on** April 5, 1972. **However**, neither party has provided **evidentiary** data on this point. We shall sustain the claim to the extent of 4 hours at the straight **time** rate.

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 violated.

A W A R D

Claim sustained to the extent indicated in the **Opinion**.

RATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. W. Pauls  
Executive Secretary

Dated at Chicago, Illinois, this' 29th day of August 1975.