

Award No. 11993
Docket No. SG-11353

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard J. Seff, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Railway Company that:

(a) The Carrier violated and continues to violate the Scope Rule and other provisions of the current Signalmen's Agreement, bearing an effective date of June 1, 1951, when on or about October 20, 1958, it assigned two (2) employes to the Consolidated Signal Shop, Proviso, Illinois, who hold no seniority rights under our agreement with the Carrier.

(b) The senior laid off employe from the Central Seniority District and the senior laid off employe from the Western Seniority District shall each be compensated a day's pay for the days the two employes not covered by our agreement are assigned to work in the Consolidated Signal Shop, Proviso, Illinois.
[Carrier's File No. 79-17-39]

EMPLOYES' STATEMENT OF FACTS: Under the rules of the effective agreement between the Carrier and the Brotherhood, five seniority districts with definite limits are set up; they are known as the Central, Illinois, Western, Northern and Northwestern Seniority Districts.

Prior to 1940 the Carrier maintained a signal shop on each of the above seniority districts wherein Signal Department employes from the respective seniority district repaired, tested and inspected signal relays and other signal apparatus in addition to performing such other duties of ordering, handling, receiving, storing and shipping signal equipment.

During the year 1940 the Carrier closed the various signal shops on the above seniority districts which were located at Lake Street, Chicago, Illinois; West Chicago, Illinois; Boone, Iowa; Milwaukee, Wisconsin; and Madison, Wisconsin; and established a consolidated signal shop at Proviso, Illinois.

The newly established consolidated signal shop at Proviso, Illinois, was set up to perform the duties of testing, repairing, and inspecting all signal appa-

nitely gives us the work of keeping stock records, ordering and handling material, shipping, etc." However, there is no support for this position of the organization, and nothing in the rule supports such a contention. This rule does not assign exclusively to signalmen the performance of Stores Department work such as the cataloging and assigning of stock code numbers that is being performed by the two Stores Department employees. The work performed by the Stores Department employees is not "work in connection" with the repairing, reconditioning, and reclaiming of signal devices and appurtenances within the meaning of Rule 1(k). Scope Rule 1(m), referring to tie plates, rail braces and insulated rods, has no bearing on the question presented in this dispute and furnishes no support for the organization's position.

The employees in the storeroom at Proviso are performing Stores Department functions, and are performing storekeeper's work, not signalmen's work. The work they are performing is not in connection with the repairing, reconditioning and reclaiming of signal devices and appurtenances, but, rather, is connected with the institution of centralized management control over the materials and supplies at that point. At the time Signalman Gussie was handling the storeroom at Proviso Signal Shop, he was spending no more than 25% of his time issuing materials and ordering materials. He is still spending quite a bit of his time ordering materials from the stock clerk for the other signalmen, and issuing materials to the other signalmen. In effect, the Stores Department merely moved from Clinton Street to the Consolidated Signal Shop, and Signalman Gussie merely moved from one side of the counter to the other.

The claims in these cases are similar to claims denied in Second Division, NRAB Awards Nos. 2914 and 2915, which were based in turn on Third Division Award No. 7203, and held that the performance of clerical work on a full-time basis in a repair shop could not be considered work "generally recognized as machinists' work," and that it was properly assigned to a clerk.

In any event, claims in behalf of unnamed employees cannot be submitted under the terms of Article V of the National Agreement of August 21, 1954, and the claims in this dispute must be denied on account of not being properly submitted in accordance with that agreement.

The claims are without merit and should be denied.

All information contained herein has previously been submitted to the employees during the course of the handling of this case on the property and is hereby made a part of the particular question here in dispute.

OPINION OF BOARD: The facts in the instant case are not in dispute. The Carrier established a Mechanized Inventory Control System through which it has a centralized permanent record, brought up to date monthly by IBM reports, of materials and supplies on hand at all inventory locations. On October 20, 1958, the storeroom at the Consolidated Signal Shop was placed under the Stores Department and effective November 1, 1958, materials and supplies in that storeroom were placed under the Mechanized Inventory Control System. As a result of this change in operations the Carrier assigned two clerical employees to do the clerical work required under the new setup. Prior to this change, a signalman named Gussie had performed certain of these clerical duties in addition to his regular work as a signalman. The Organization claims that since the clerical work had been performed for 18 years, when additional employees were needed, not to have put on two additional Signalmen constitutes a violation of the Scope Rule of the Agreement. Even though there is no

specific provision of the Scope Rule covering the work in question, it is claimed that an unbroken practice of 18 years has the effect of saving the new work for the type of employees covered by the Agreement and it was violative of the said rule to bring in two employees who belong to a separate craft.

The Carrier takes the position that the work in question is not specifically covered by the Scope Rule, and, therefore, despite the 18 year past practice, there was no violation committed by this of the Agreement.

It is clear that a past practice of 18 years is entitled to careful consideration in deciding the instant case. The difficulty here is that both sides admit the work in question is clerical work. Signalman Gussie's regular employment as a signalman has not been adversely affected. The new clerical duties do not encroach on the signalman's work. Nothing in the Scope Rule covers this type of duty; nor is there any exclusive jurisdiction saved to the Signalman covering this clerical work. The Board is persuaded that Award 7031 enunciates the principle that covers the situation presented in the instant case:

"... Where work may properly be assigned to two or more crafts, an assignment to one does not have the effect of making it the exclusive work of that craft in the absence of plain language indicating such an intent. Nor is the fact that work at one point is assigned to one craft for a long period of time of controlling importance when it appears that such work was assigned to different crafts at different points within the scope of the agreement. . . ."

The Petitioner is, in effect, contending that a long past practice has the effect of creating the right to continue said practice even without any explicit language in the contract to support this position. On the facts in the instant case we do not think this position is tenable.

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 Carrier did not violate the Agreement.

AWARD

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 16th day of December 1963.