

Award No. 13007

Docket No. SG-12748

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

MEMPHIS UNION STATION COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Memphis Union Station Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it assigned and/or permitted employees not covered by that agreement to paint signal bridges.

(b) The Carrier should now be required to compensate Messrs. C. R. Camp and R. S. Call at the Signal Maintainer's rate of pay for each hour employees not covered by the Signalmen's Agreement paint signal bridges, commencing on or about May 26, 1960, and continuing as long as such work is being performed by employees not covered by the Signalmen's Agreement.
[Carrier's File: M-Claims - Signalmen]

EMPLOYEES' STATEMENT OF FACTS: Beginning on or about May 26, 1960, the Carrier assigned employees not covered by the Signalmen's Agreement to paint signal bridges. On July 13, 1960, Mr. C. R. Camp, General Chairman, presented a claim on behalf of the two senior Signal employees, Messrs. C. R. Camp and R. S. Call, for compensation at the Signal Maintainer rate of pay for each hour employees not covered by the Signalmen's Agreement paint signal bridges, commencing on or about May 26, 1960, and continuing as long as such work is being performed by employees not covered by the Signalmen's Agreement.

Under date of August 8, 1960, Mr. C. W. Wilson, Superintendent, wrote the following letter of denial to General Chairman Camp:

"In your letter of July 13 you presented claim to the effect that Memphis Union Station Company management had violated the Signalmen's Agreement by permitting employees not covered by such Agreement to perform work of painting signal bridges and also en-

5. That a jurisdictional dispute exists for which reason the Maintenance of Way employes should be made a party to this case in order to insure their rights under their agreement.

It is, therefore, Carrier's position that there is no merit to the claim or any contractual support for same, for which reason same should be denied.

OPINION OF BOARD: On or about May 26, 1960, a program of repainting signal bridges was begun, Bridge and Building employes of Carrier's Maintenance of Way Department painting the entire steel work of the bridges. Signal Maintainers of Carrier's Signal Department painted the signals and supporting masts attached thereto.

It is the position of the Brotherhood that the Carrier violated the Scope of the Signalmen's Agreement in effect when it assigned and/or permitted other than Signal employes to paint signal bridges, commencing on or about May 26, 1960.

Rule 1 — Scope of the controlling agreement embraces as Signalmen's work "the construction, installation, repair, inspecting, testing and maintaining, including painting" of the systems and devices listed in the second paragraph of the rule, except the " * * * erection and maintenance of * * * signal bridges * * * ." We construe the words "including painting" to be a parenthetical insertion, modifying, where applicable, every phase of work named in first paragraph. Therefore, painting in connection with maintenance of signal bridges is excepted from Scope Rule coverage and the claim must be denied.

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 Employes involved in this dispute are respectively Carrier and Employes 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.

NATNIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of October 1964.