

Award No. 13030

Docket No. SG-12288

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Levi M. Hall, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ALTON AND SOUTHERN RAILROAD

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Alton and Southern Railroad that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it required a Maintenance of Way employe, who holds no seniority or other rights under the Signalmen's Agreement, to perform generally recognized signal work of oiling signal equipment (pipe-connected derails) on October 9, 16, 23, 30, November 13 and 20, 1959.

(b) The Carrier should now be required to compensate Mr. Leland C. Goldschmidt for two hours and forty minutes at the Assistant Signalman rate of pay (\$2.44 per hour during October, \$2.47 per hour after November 1) for each day listed in paragraph (a) above.

EMPLOYES' STATEMENT OF FACTS: As shown by the Statement of Claim, this dispute involves a Maintenance of Way employe oiling pipe-connected derails. A derail is a safety device applied to a track for the purpose of deflecting railway rolling stock from the rails at a chosen point in order to prevent collisions or other accidents. A pipe-connected derail is one that is connected to the switch by a pipe line so that when a switchman or other employe throws the switch the derail will move at the same time.

According to our records, the Carrier's signal employes installed the first pipe-connected derail in September, 1951. Since that time they have installed other derails of this type and have maintained, adjusted, repaired, cleaned, and oiled them. In signaled territory, this equipment must be kept in proper adjustment and repair or the signal system will be adversely affected.

The claimant in this dispute, Mr. Leland C. Goldschmidt, is a top rate Assistant Signalman working with the assigned Signal Maintainer patrolling and maintaining telephone, electrical, and signal apparatus and their appurtenances on the Alton and Southern Railroad. Prior to the time this dispute arose, the oiling of pipe-connected derail installations was usually performed by Mr. Goldschmidt, with or without the immediate supervision of the Signal

ment . . .", nor can this carrier hold with the position that "the carrier recently changed an established practice . . ."

Whether or not the signalmen were aware that Maintenance of Way employes had oiled these pipe-connected derails since their installation has no bearing whatsoever on the facts, i.e., that the Maintenance of Way track walkers had. This fact conclusively refutes the employes' position and shows this work was not theirs "traditionally", nor did the carrier change "an established practice".

What actually precipitated these claims is that sometime during April, 1959, Signal Supervisor Suyo arranged for the Maintenance of Way track walker to be supplied with a new oil can and a better grade oil when he found that the oil the track walker had been using was inadequate and the brush, used to apply the oil, was inadequate as well as worn out. If this action constituted "a change in practice" insofar as the assignment of a different craft to the performance of this work, then your Board should agree with the employes. The Carrier is, however, confident that such will not be the case, and that the employes claimed ignorance of this long-standing practice will not invalidate facts in the findings of your Board.

Attached to this submission, marked Exhibits A, B, C, and D, are statements, signed by Signal Supervisor Suyo, Roadmaster Blackman, Section Foreman Embrey, and Maintenance of Way Track Walker Cunningham, offered as proof that the work of oiling the pipe-connected derails has always been performed by employes of both the Signal and Maintenance of Way Departments, and that the furnishing of an oil can and better grade oil to the track walker was merely an **improvement** in the oiling of the derail systems.

Item 4 of Local Chairman Goldschmidt's letter, dated December 1, 1959, states: "The farming out of this work was not arbitrarily discussed as provided for under the National Railway Act." A discussion of this matter was not necessary, because, as this Carrier has conclusively shown, there was no "farming out of work" involved.

In summary, we have shown that:

1. This disputed work has never been the exclusive work of Signal Department employes,
2. the work has always been performed by both the employes of the Signal and Maintenance of Way Departments, and
3. it is not, on this Carrier or on other carriers in the area, work that is generally recognized as signalmen's work, and, therefore, not covered by the Scope rule of the Signalmen's Agreement.

We respectfully request your Board to decline these claims.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a companion case to Award No. 13029 in which the same parties are involved and identically the same issues were presented and discussed.

As the entire matter presented here is thoroughly discussed in that award and because of the conclusions arrived at there we have no other alternative than to find Claimant is entitled to a sustaining award.

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 has been violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of October 1964.