

Award No. 13803
Docket No. SG-13696

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
PENNSYLVANIA-READING SEASHORE LINES

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pennsylvania-Reading Seashore Lines that:

(a) The Carrier violated the Scope Rule of the current agreement between the Carrier and employees of the C&S Department when, in the week of February 6 to 10, 1961, it allowed or directed an employee not coming within the Scope of the Classifications of Article 1 of this Agreement to perform work accruing to a C&S Department Employee. Said work was the removal and attempted repair of a light fixture in Wildwood Station at Wildwood, New Jersey.

(b) Edward P. Senior, Signalman, C&S, with headquarters at Westville, New Jersey, who by reason of assignment should have performed this work, be paid a minimum of four hours' pay at his pro rata rate.

EMPLOYEES' STATEMENT OF FACTS: During the week of February 6 to 10, 1961, the Carrier permitted an employee not covered by the Signalmen's Agreement to remove and attempt to repair a light fixture in the Wildwood, New Jersey, station. This work in the past has been performed exclusively by employees covered by the Signalmen's Agreement.

The work involved is covered by the Scope of the Signalmen's Agreement because prior to December 1, 1951, employees in the C&S Department performed this type of work, and the Carrier and Brotherhood amended the Scope Rule effective December 1, 1951, to provide that employees in the Telegraph and Signal Department would continue to install, maintain, and do testing incident thereto, to all devices and apparatus to the extent that such work was then being performed by employees of the T&S Department. Since this revision has been in effect, as well as before, employees in the Signal Department have performed all work of installing and maintaining light fixtures in the Carrier's stations.

The Carrier has two Signal Department Employees assigned to work on lighting, maintenance of electrical power, and wiring of stations. Claimant is one of the employees thus assigned and the record shows that these two

agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take such action.

CONCLUSION

The Carrier has shown that the incident which we assume brought about this claim was an emergency situation to which the rules of any agreement would not apply; that the Employees have failed beyond any doubt to assume the burden of proof, and that, in any event, their Scope Rule was not violated, and, in fact, is not applicable. Therefore, no proper basis for the claim exists, and your Honorable Board is respectfully requested to deny the claim in its entirety.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim is Carrier "allowed or directed" an electrician to remove and attempt to repair a light fixture in the Wildwood (New Jersey) Station. Carrier rejected the claim on the grounds that the work complained of was performed without its knowledge or authorization.

There is no evidence that the disputed work was assigned to the electrician or expressly or impliedly authorized by Carrier or performed by him under such conditions that Carrier knew, or should have known, that he was doing it. Under the circumstances, and since we have been referred to no awards that hold to the contrary, we will follow the principle laid down in Awards 9847, 10549 and 12907 and deny the claim.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of August 1965.