

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19237  
Docket Number SG-16308

William M. Edgett, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Southern Pacific Company (Pacific Lines)

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

(a) The Southern Pacific Company violated the current Signalmen's Agreement, effective April 1, 1947; reprinted April 1, 1958 (including revisions) when it failed and/or declined to apply the Scope rule which resulted in the violation of Rule 70, by assigning recognized signal work to employes not covered by the Signalmen's Agreement in moving a relay house from Anapra to El Paso Signal Shop, a distance of seven miles, on March 31, 1965.

(b) Messrs. F. P. Rasco, F. M. Page and E. R. Yearly be allowed three (3) hours each at the straight time rate of Signalman for March 31, 1965, which is an equal amount of time as allowed employes not covered by the Signalmen's Agreement to perform the above-described work. (Carrier's File: SIG 152-180)

OPINION OF BOARD: Carrier raised a preliminary objection to consideration of this claim because employees represented by the Brotherhood of Maintenance of Way Employes and the International Brotherhood of Electrical Workers had an interest in this matter and had not received notice of the pendency of this Docket before the Board. Since notice has now been given, and a Notice of Disclaimer has been received from each Organization, the Board may consider the merits of the dispute.

Carrier removed signal equipment from service in order to send it to its Sacramento shop for necessary maintenance. This claim covers work performed by Electricians and a laborer in transporting it approximately seven miles, from Anapra to the El Paso Signal Shop. At El Paso Signalmen loaded it onto a car for the remainder of its journey to Sacramento.

Carrier resists the claim on the basis that "transportation" of signal equipment is not specifically included in the Scope Agreement and that the Organization must therefore rely on the general Scope rule and thus, under numerous Awards of this Board, meet the burden of proving exclusive assignment on a system wide basis.

The record shows, however, that the Organization has not relied on the generality of the Scope Rule. It has taken and maintained the position that the work involved here is specifically covered by the Rule. For example in a letter to Carrier's Personnel Officer the Organization's General Chairman said:

"..... The Scope Rule is very clear in stating that the work of installing, construction, re-construction, maintenance, testing and inspecting and repair of signal systems is working (sic) accruing to employes covered by the Signalmen's agreement ....."

Thus Carrier's defense is misdirected. In another case it might be both applicable and decisive. Here we are dealing with work which was an integral part of the maintenance of signal equipment. The Scope Rule clearly includes such work. It was a violation of the Agreement for Carrier to assign it to employees not covered by the Agreement.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 violated.

A W A R D

Claim sustained, both as to Part (a) and Part (b).

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: E.A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May 1972.