

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19525
Docket Number SG-17502

Alfred H. Brent, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Northern Pacific Railway Company

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

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope - Rule 1, when on or about December 20, 1965, the Electrical Department installed a 220 volt service connection for commercial power used solely to feed signal circuits and charge storage batteries in connection with the High Wide Load Detector, Broken Flange and Loose Wheel Checker at the West End of Laurel, Montana Yard, which detector system was installed by Signal Foreman R. L. Lebsack's Gang No. 3.

(b) Carrier be required now to pay Signalmen W. R. Leonard and R. G. Michael eight (8) hours each at the pro-rata rate.

OPINION OF BOARD: Dockets SG-17502 and SG-17589 represent similar factual backgrounds and involve identical principles: namely, the application of the Scope rule and the extent to which the work traditionally performed by signalmen until 1962 may now be performed by electrical workers. In both cases the carrier assigned to the electrical workers the installation of a 220 volt service connection from a commercial power line to a meter loop installed on a signal circuit and system. The signalmen objected to this assignment to the electrical workers as a violation of the Scope rule. The International Brotherhood of Electrical Workers intervened to protect the assignment of the disputed work for their members and filed a submission asserting that the disputed work is covered by their agreement with the Carrier. One opinion shall apply to both Dockets #SG-17502 and SG-17589 and shall be incorporated in both be reference.

This Board has held on innumerable occasions that where work has been traditionally assigned under the Scope Rule it will not act to sanction the transfer of the work to another category of employees. It seems clear that there was a unilateral change of management policy in regard to the assignment of this disputed work. This is supported by the letter of S. C. Swoeder, Signal Engineer, setting forth the Carrier's position. "Management's policy now (emphasis added) requires that electrical workers install the work for which you are now making claim and consequently there is nothing further that can be done about this matter."

The "now" emphasized above would indicate that it was not the practice previously. The Carrier and the International Brotherhood of Electrical Workers both argued on behalf of the electrical workers that their Scope rule specifically mentions meter loops. The signalmen do not deny that when a meter loop is to be installed in connection with the construction of a station that it is the work of the electricians; it is only when the meter loop is to be installed in connection with a signal system that the signalmen lay claim to the work. It is important to note that at no point does the International Brotherhood of Electrical Workers lay claim to any work involved in or connected with a signal, signal facility, or signal system, nor is there any practice of reserving the disputed work to the electrical workers.

In Docket #17502 the electric energy was supplied to a detector device and in Docket #17589 the electric energy was supplied to a centralized traffic control system. It is important to note that the Carrier, in Docket #17502, assigned to signalmen all but the relatively minimal part of the system involved in the installation of the disputed meter loop. It is the opinion of this Board that in so doing they placed the work within the signalmen's craft and therefore the Scope Rule of the signalmen's agreement controls.

While the Scope Rule of the current signalmen's agreement does not specifically mention meter loops as part of the signalmen's work, this Board has consistently applied as the controlling criterion that if the work to be performed was for the purpose of a signal system it is signalmen's work. The agreement between the signalmen and the Carrier goes back to April 1, 1923. It was superseded by the one which became effective August 1, 1943, which was again superseded by the agreement which became effective April 16, 1950. The practice of assigning this work exclusively to the signalmen for twenty-seven years cannot now be changed arbitrarily or unilaterally. The claim is sustained.

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 Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

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That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

The Agreement was violated.

A W A R D

The claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: E. A. Kellum
Executive Secretary

Dated at Chicago, Illinois, this 20th day of December 1972.