

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20463

Docket Number SG-20265

Dana E. Eischen, Referee

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

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

(a) The Southern Pacific Transportation Company violated the Agreement between the company and the employees of the Signal Department represented by the Brotherhood of Railroad Signalmen effective April 1, 1947 (reprinted April 1, 1958 including revisions), particularly the Scope Rule and Rule 70.

(b) Claimant /Signalman D. Bohling, System Signal Shop, Sacramento/ be compensated in the amount of two and one-half (2 1/2) hours at Assistant Signal Supervisor's rate of pay for each of the following violations of the Scope Rule: February 9, 1972, February 10, 1972 and February 11, 1972.

/Carrier's File: SIG 152-297/

OPINION OF BOARD: The facts out of which the instant claim arose are not in dispute. On the claim dates here involved, February 9, 10, and 11, 1972 Carrier's Assistant Superintendent moved some materials from his company owned truck into the System Signal Shop at Sacramento, California.

Subsequently on February 16, 1972 claimant herein filed this claim alleging violations of the Agreement between Carrier and the employees of the Signal Department. In particular claimant maintains that Carrier violated the Scope Rule and Rule 70, reading as follows;

"SCOPE

"(a) This agreement shall apply to work or service performed by the employees specified herein in the Signal Department, and governs the rates of pay, hours of service and working conditions of all employees covered by Article 1, engaged in the construction, reconstruction, installation, maintenance, testing, inspecting and repair of wayside signals, pole line signal circuits and their appurtenances, interlocking, spring switch locking

"devices, highway crossing protection devices and their appurtenances, wayside train stop and train control equipment, detector devices connected with signal systems, including centralized traffic control systems, car retarder systems and hot box detectors and car counting devices when used in connection therewith, dragging equipment detector devices, electric switch lamps, and all other work generally recognized as signal work performed in the field or signal shops.

"(b) When signal circuits are handled on radio, radar or microwave systems, the employees covered by this agreement shall install and maintain the signal circuits leading up to a common terminal where signal circuits are interconnected with other circuits and will take off at a common terminal where Signal Department circuits are again separated from other circuits.

"(c) It is understood the following classifications shall include the employees performing the work enumerated under the heading of 'Scope.'"

"Rule 70. LOSS OF EARNINGS. An employee covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement shall be reimbursed for such loss."

We have analyzed carefully the Agreement language and the record herein. From the record before us we cannot determine that the work in dispute was a part of any of the phases of signal work embraced by the Scope Rule. Accordingly, we must dismiss 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 claim should be dismissed.

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Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 25th day of October 1974.