

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20800
Docket Number SG-20362

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 the Brotherhood of Railroad Signalmen effective April 1, 1947 (Reprinted April 1, 1958 including revisions) particularly the Scope Rule and Rule 70.

(b) Mr. D. L. Bohling be allowed additional compensation eight (8) dollars at his pro rata rate of pay for April 5, 1972.

[Carrier's File: SIG 152-305]

OPINION OF BOARD: The record shows that on April 5, 1972 Carrier's Principal Assistant Signal Engineer supervised certain Signalmen and Assistant Signalmen in cleaning and clearing out a storage room at the System Signal Shop in Sacramento. In the process, the Carrier official lifted, handled and separated signal materials and apparatus, sorted out material to save or be disposed of, and carried some scrap material from the storage area outside to scrap bins.

The Organization asserts that the foregoing constituted a violation of the Scope Rule and Rule 70 of the controlling Signalmen's Agreement. In this connection, Carrier maintains at the outset that the Organization is restricted by handling on the property to reliance on the "catch-all" phrase in the Scope Rule i.e.: "and all other work generally recognized as signal work performed in the field or signal shops". Thus, Carrier in denying the claim invokes the myriad awards which endorse the concept of system-wide exclusivity in cases when Agreement language is not clear and a claim must stand or fall on custom, tradition or practice. We do not reject this time-honored principle in appropriate cases, but we think that reliance thereon is misplaced in the instant case. In our considered judgement, the record does not support Carrier's assertion that the Organization either abandoned on the property or is barred otherwise from reliance on the express language of the Scope Rule to support the claim herein.

There is no doubt in the factual record that a Carrier official lifted, sorted, carried and disposed of signal material and apparatus at the Sacramento Signal Shop on April 5, 1972. Clearly such work is, in the facts and circumstances of this case, covered by the Scope Rule. See Awards 19036 and 19237. Thus, since the Official performed work belonging to employees covered by the Agreement we have no alternative but to sustain the claim. We note that Carrier's assertion on the record stands unrefuted that less than 8 hours was consumed by the Carrier official in handling the signal materials on April 5, 1972. However, neither party has provided evidentiary data on this point. We shall sustain the claim to the extent of 4 hours at the straight time rate.

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 violated.

A W A R D

Claim sustained to the extent indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 29th day of August 1975.