

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21294  
Docket Number SG-21227

James C. McBrearty, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Southern Railway Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al.:

On behalf of Mr. J. D. Arrowood, Signalman assigned to Gang No. 3, (Foreman R. M. Roberts), be paid for two hours at the straight time rate on January 16, 1974, account Communication Maintainer Jack Wilham performing work that has in the past been done by signal employees in connection with their duties of reworking or installing new signal equipment.

[Carrier's file: SG-34]

OPINION OF BOARD: In January 1974, Claimant occupied a regular assignment as a Signalman in Lines East Gang No. 3 of Carrier.

On January 16, 1974, Signal Gang No. 3 was engaged in installing a crossing signal at Salisbury, North Carolina. During the course of installing the crossing signal, it developed that Gang No. 3 did not have certain equipment (conduit, weather-heads, and rail straps) necessary to complete the service connection at this project. The needed equipment was readily available from Communications Maintainer Jack Wilham, who had the necessary material on hand for a communications project on his territory at Thomasville, North Carolina, some 50 miles north of Salisbury. In accordance with instructions from Carrier, Communications Maintainer Jack Wilham loaded the needed equipment, hauled it via highway in a company truck to Salisbury, North Carolina, where the needed equipment was delivered to Signal Gang No. 3 at the worksite for their completion of the crossing signal installation.

Claimant argues that a Signalman is entitled to an additional payment of two (2) hours at the straight time rate for January 16, 1974, on the ground that Carrier allegedly violated Scope Rule 1 of the present Signalmen's Agreement. It is alleged that the Agreement was violated when Carrier instructed or permitted a Communications Maintainer to take over and perform duties that have in the past been performed by signalmen when it was in connection with their work.

Scope Rule 1 of the Signalmen's Agreement reads as follows:

"ARTICLE I

Scope--Rule 1: (Revised - effective October 23, 1953)

This agreement covers the rules, rates of pay, hours of service and working conditions of employees hereinafter enumerated in Article II--Classification.

"Signal work shall include the construction, installation, maintenance and repair of signals, either in signal shops, signal storerooms or in the field; signal work on generally recognized signal systems, wayside train stop and wayside train control equipment; generally recognized signal work on interlocking plants, automatic or manual electrically operated highway crossing protective devices and their appurtenances, car retarder systems, buffer type spring switch operating mechanisms, as well as all other work generally recognized as signal work.

Nothing in this Scope Rule 1 or any other provision of this agreement shall be construed to bar the carrier from continuing to assign Electrical Workers on Lines East work of the character heretofore performed by employees in the so-called IBoFEW line gang on Lines East, and such practice may be continued without being an infringement on the rights of employees subject to this agreement; it being agreed that the Electrical Workers in the so-called IBoFEW line gang on Lines East, as well as employees covered by this agreement, have been performing both low and high tension line work.

It having been the past practice, this Scope Rule shall not prohibit the contracting of larger installations in connection with new work nor the contracting of smaller installations if required under provisions of State or Federal law or regulations, and in the event of such contract this Scope Rule 1 is not applicable. It is not the intent by this provision to permit the contracting of small jobs of construction done by the carrier for its own account."

Claimant argues that handling material when connected to the "construction, installation, maintenance and repair of signals" is part and parcel of such "construction, installation, maintenance and repair of signals."

The Board recognizes that while a certain amount of "handling" is inherent to the "construction, installation, maintenance and repair of signals," nevertheless, the language in Scope Rule 1 is not broad enough to encompass the transportation of materials in the instant case where the material involved was communication material issued to a Communications Maintainer, and stored at a Communications material yard. Here, the material only became signal material, to be used by signalmen, at the time it was delivered to the signal gang.

To hold that the material in question became signal material at the moment Carrier decided the material would be transferred from the communications department to the signal department is going beyond the language and intent of the parties in Scope Rule 1.

In two prior Awards of this Board involving the same agreement and the transporting and handling of signal material it was held that the Scope Rule 1 was not violated (Awards 12188 and 10613).

Specifically, in Award 10613 it was stated by this Board that:

"An examination of Scope Rule 1 does not reserve the work in question exclusively to the Organization. We cannot find in this rule the authority for 'ordering, receiving, handling, storing, shipping and distribution of signal materials and equipment,' as expressed in the Organization's claim. The last phrase of Rule 1, 'as well as all other work generally recognized as 'signal work,' cannot be accepted as authority for the Organization's claim. Clerks have performed this work for the Carrier, and that work has never been performed exclusively by the signalmen."

Claimant states, however, that Awards 10051 and 5046 of this Board sustain its contention that movement of materials to a job site for immediate use on such job, is the exclusive work of Signalmen.

Award 5046 reads in part:

". . . but work in connection with the movement of such materials from a warehouse or material yard to a signal construction or maintenance job for immediate use on such job, is the exclusive work of Signalmen. Awards 3826, 3689, 4797, 4978."

The same question of exclusivity of work for Signalmen in delivery or transporting signal material, as well as the same cited authority of Awards 5046 and 10051, were interpreted by this Board in Award 13347:

"No Awards have been found that support the proposition that the movement of material from a warehouse or material yard to a signal construction job, is the exclusive work of Signalmen though such work might be the Signalmen's in a given case. The Awards do not support the Rule, that the purpose for which the trucking will be done, as determinative of whether or not the work belongs to the signalmen..."

In light of the foregoing, the Board held in Award 13708 that:

"We find that the transporting of signal material to the job site, as described herein, is not work exclusively belonging to Signalmen. The Scope Rule of the Signal Agreement does not specifically mention the transporting

"of signal materials to job sites, as that work reserved to the Signalmen. It is apparent from the record, materials have been picked up and delivered to job sites by other Crafts or Classes. Transporting or delivery is not 'any other work generally recognized as signal work,' or has the Organization shown that Signalmen have performed such work to the exclusion of others."

Furthermore, our decisions in Awards 19252 and 12795 held that a truck or material comes within the jurisdiction of a particular work gang only after it is delivered for the use of that gang, and not while it is in transit.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of November 1976.