

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22385
Docket Number SG-22241

Louis Yagoda, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen
{ Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company:

(a) Carrier violated the current Signalmen's Agreement, as amended, particular Rule 12, when it required W. H. Evans, T. T. Scott, W. A. Price and C. D. Upchurch to perform work covered by Communications Employees Agreement in lieu of regular signal maintenance work during their regular working hours.

(b) Carrier should now be required to compensate Mr. Evans and Mr. Upchurch at their respective time and one half rate for three (3) hours on March 1, five (5) hours on March 2, five (5) hours on March 3 and four (4) hours on March 4, 1976. Seventeen (17) hours at the time and one half rate of pay for claimants Evans and Upchurch. A total of thirty four (34) hours.

(c) Carrier should now be required to compensate T. T. Scott and W. A. Price at their respective time and one-half rate for eight (8) hours on March 2, eight (8) hours on March 3 and eight (8) hours on March 4, 1976. Twenty-four (24) hours at their respective time and one-half rate of pay for claimants Scott and Price. A total of forty-eight (48) hours." [Carrier file #15-12 (76-13) and #18-1 (74-3)]

OPINION OF BOARD: On the dates in question the Carrier required the Claimants to assist communication employees in repairing a communication pole line, thereby suspending signal work during their regularly assigned hours of service. During handling on the property the Claimants contended that this act by the Carrier violated Rule 12 of the parties' Agreement. That Rule reads:

RULE 12 - SUSPENSION OF WORK

"Employees will not be required to suspend work during regular working hours to absorb overtime."

If the intent of the parties negotiating the controlling Agreement was to prohibit the act here complained of, the Claimants have not shown it. The Rule forbids the suspension of work during regular work hours for the purpose of absorbing overtime. The Claimants argued during handling on the property that the Carrier's act was "in leui (sic) of compensating them at their time and one-half rate to perform this service after their regular working hours." In presentation to this Board, the Petitioner cited the Scope of the parties' Agreement to show that the work involved is not Signalmen's work.

The Scope Rule of the present Agreement is a reservation of work to the employees it covers; there is no clause within it to exclude any work which the Carrier may assign those employees. Hence, the Carrier may require those employees to perform other than the work named in the Scope Rule, and it may require its performance at any hour under the terms of that Rule. This being so, and since the Claimants were not required to suspend work during regular hours, it also follows that Rule 12 was not violated.

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:

A. W. Paul
Executive Secretary

Dated at Chicago, Illinois, this 16th day of April 1979.

