

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23197
Docket Number SG-23090

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Central of Georgia Railroad Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railway Company:

On Behalf of Leading Signalman B. F. Jones for four hours' overtime pay account being denied signal work on April 4, 1978, when communication maintainer loaded, hauled and unloaded material needed by Signal Gang #6 to complete the installations of WP circuits on new switch at M. P. F372.6, near Goodwater, Alabama. (General Chairman file: CG-19. Carrier file: SG-330)"

OPINION OF BOARD: The pivotal question before this Board is whether the Scope Rule of the Signalmen's current agreement was violated when a communication maintainer hauled and unloaded material needed by Signal Gang #6 to complete the installations of WP circuits on a new switch at M. P. F372.6 near Goodwater, Alabama.

The Organization contends that Leading Signalman, B. F. Jones was denied four hours overtime when the Communications Maintainer performed work that was historically performed by signal employees on this property.

Carrier disputes these assertions and contends that the Organization has not proven that such work exclusively accrued to the Signalmen and avers that Third Division Award 13708 involving the same parties and the same basic issue is precedentially controlling. It argues that Award No. 10 of Public Law Board No. 2004, involving the same parties and the same issue, was further on point since the Organization again failed to show that it was entitled to this work.

In our review of this case, we concur with Carrier's position. The cited Scope Rule, which is comprehensive and quite specific, does not include the words, "loading, hauling and unloading" and the Organization has not demonstrated that Signalmen exclusively performed this work.

In Third Division Award 20528, which judicially complements and defines Third Division Award 13708 and Award No. 10 of FLB No. 2004, we held in pertinent part that:

"For the Organization to prevail in its contention that the work involved herein was improperly performed by employees not covered by the Agreement, it must be clearly established that the work has been by tradition and custom performed exclusively on a system wide basis by covered employees."

We find this holding dispositive herein. The Scope Rule does not cover this precise work and the Organization has not met the evidentiary test of work exclusivity, set forth in Third Division Award 20528. The record does not show that Signalmen exclusively performed this type of work on the property and we are constrained by this clear finding to deny the claim.

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 Employee involved in this dispute are respectively Carrier and Employee 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. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February 1981.