

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24613
Docket Number SG-24227

Ida Klaus, 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.:

(a) Carrier violated the Signalmen's Agreement, particularly Scope Rule 1 among others, when C&S Supervisor H. H. Stanley and two employees of Harmon Electronics, who are not covered by the Signalmen's Agreement and have no contractual right to perform signal work, were permitted to megger cable and test presence detectors in Sheffield Retarder Yard on May 20 and 21, 1980.

(b) Carrier should now be required to compensate Claimants Kimbrough, Hamilton, Butler and Scott for a total of forty-eight (48) man hours to be divided equally among each Claimant, in addition to any other pay they have received, at their overtime rate of pay because of this loss of work opportunity and because the Agreement was violated.

OPINION OF BOARD: The claim asserts that work performed by two outside employes and a C&S Supervisor on switch-retarding devices violated Scope Rule 1 of the Signalmen's Agreement. It alleges that the work should properly have been performed by the Claimants.

The Carrier contends that the work of the two outsiders was not covered by the Scope Rule, and that the Supervisor performed no signal work at all. It explains that a field test was conducted under a no-cost warranty by employes of the outside supplier of the devices to resolve a malfunctioning problem experienced with them. The C&S Supervisor, the Carrier says, was assigned to provide a "liaison" function with the supplier.

The Organization argues that the work performed and the equipment used were essentially within the duties of the Signalman craft.

On the entire record before us, we conclude that the Organization has failed to produce adequate factual evidence to support its claim, or to rebut the Carrier's apparently credible and material assertions as to the warranty work and the nature of the C&S Supervisor's role.

It is the clear precedent of this Board that work performed under warranty does not violate a scope rule (Award No. 23890). Moreover, we cannot find on this record that the presence of the Supervisor as an administrative contact for management was subject to the restrictions of the Scope Rule. The claim must be denied.

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 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:


Nancy J. Devel - Executive Secretary

Dated at Chicago, Illinois this 13th day of January 1984.

