



NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25055
Docket Number SG-24343

Rodney E. Dennis, 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 and Rule 37, when they permitted Maintenance of Way employees and Bankhead Welder employees to change out and renew insulation in glued insulated joints to Mile Posts 84.5, 87.5 and 93.5 on Saturday and Sunday June 14 and 15, 1980 and did not call Signal Maintainer J. E. Bennett to perform the Signal Maintainer duties in connection with renewing insulation in insulated joints. Maintenance of Way employees worked ten (10) hours on June 14, 1980 and nine (9) hours on June 15, 1980 renewing the insulation in the insulated joints.

(b) Carrier should now be required to compensate Signal Maintainer J. E. Bennett an amount equal to ten (10) hours overtime on June 14, 1980 and nine (9) hours overtime on June 15, 1980 for this loss of work opportunity and because Maintenance of Way employees were permitted to perform duties assigned to signal employees in connection with changing and renewing insulation in insulated joints in violation of the Signalmen's Agreement.

(General Chairman file: SR-189. Carrier file: SG-469)

OPINION OF BOARD: On Saturday, June 14, 1980, and Sunday, June 15, 1980, Carrier used Maintenance of Way Employees and a subcontractor to change out and renew insulation in glued insulated joints at Mile Posts 84.5, 87.5, and 93.5. The Organization filed a claim on behalf of Signal Maintainer J. E. Bennett. It alleges that other than Signal employees covered by the current Signalmen's Agreement cannot work on insulated joints.

A review of the record of this case reveals that Carrier subcontracted the repair of the three joints in question to Bankhead Welder. A Maintenance of Way Supervisor was on hand to protect the interest of Carrier. It also reveals that Claimant made tests on the renewed joints, even though he did not participate in the rebuilding of the joints.

Petitioner relies on the Scope Rule and on practice on the Railroad to support its position.

Carrier contends that the Scope Rule is general in nature and that renewal of epoxy-glued joints is work never performed by Signalmen on this property. Carrier argues that the work in question is new work not in existence when the Scope Rule was agreed upon. Consequently, it does not belong exclusively to Signalmen.

Award Number 25055
Docket Number SG-24343



Third Division Award No. 20684 addressed the identical issue before us in this case. In that Award, the Division clearly and at some length stated its position on the rights of Signalmen in relation to the assembly, installation, and inspection of epoxy-glued joints. That reasoning applies equally as well to the instant case. We are therefore compelled to deny the instant claim.

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:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 4th day of October 1984.