

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30781
Docket No. SG-30074
95-3-91-3-491

The Third Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Norfolk Southern Railway Company (former
(Central of Georgia)

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railroad:

Claim No. 1

Claim on behalf of Central of Georgia Signalmen S. D. Marshall and V. Blash, assigned work days Monday thru Thursday, 10 hours each day, for the following;

- (a) Carrier violated the Signalmen's Agreement, particularly the Scope among other rules when they used Southern Railway System Floating Signalman to move Company truck and Cable plow used by Central of Georgia Signal Gang employees from one work location to another while Central of Georgia Signal Gang employees were off duty on August 9, 1990, denying them of 9 hours work in connection with their duties on the Signal Gang.
- (b) Carrier now be required to compensate Central of Georgia Railroad Signalmen S. D. Marshall and V. Blash for 9 hours pay each at their overtime rate of pay for work they were denied in connection with their duties as Gang Signalmen when Carrier used Southern Railway Signal employees to move equipment they used in connection with their work from one work location to another.

Claim No. 2

Claim on behalf of Central of Georgia Signalmen R. K. Baker and C. R. Johnson, assigned to Central of Georgia Railroad Signal Gang 586, assigned work days Monday thru Thursday, 10 hours each day, for the following;

- (a) Carrier violated the Signalmen's Agreement, particularly the Scope among other rules when they used Southern Railway System Floating Signalmen to move Company truck and Cable plow used by Central of Georgia Signal Gang employees from one work location to another while Central of Georgia Signal Gang employees were off duty on August 7, 1990, denying them of 9 hours work in connection with their duties on the Signal Gang.

- (b) Carrier now be required to compensate Central of Georgia Railroad Signalmen R. K. Baker and C. R. Johnson for 9 hours pay each at their overtime rate of pay for work they were denied in connection with their duties as Gang Signalmen when Carrier used Southern Railway Signal employees to move equipment they used in connection with their work from one work location to another." Carrier's file No. SG-ATLA-90-32, SG-ATLA-90-33. BRS File Case No. 8421 & 8441.

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Scope Rule and Rule 36 (Seniority District) are relevant to the instant dispute.

CASE NO. 1

On August 9, 1990, Carrier moved two company vehicles from one work location on the Central of Georgia to another work location on the Central of Georgia. The work of relocating the Central of Georgia Signal Department vehicles, however, was performed by Signal Department employees of a different carrier, Southern Railway. The Organization submitted a claim asserting that: "Southern Railway Floating Signalmen Bustos and Bullard have no contractual right to perform duties for the Central of Georgia Signal Gang and to use them is a violation of the Signalmen's Agreement with the Central of Georgia Railroad and adversely affected the pay of the Claimants denying them 9 hours of overtime work." Carrier denied the claim maintaining that "the moving and handling of equipment is not part of the Scope Rule of the Agreement and by past practice is not the exclusive work of BRS employees."

CASE NO. 2

The facts at issue in Case No. 2 are identical to those presented in Case No. 1. However, the date of the occurrence was August 7, 1990 rather than August 9, 1990. Carrier also denied that claim, which is now before this Board.

There is no dispute that on August 7 and 9, 1990, Carrier assigned the work at issue to Southern Railway Signal employees from a different seniority district under a different collective bargaining Agreement with the Organization. The fact that the Central of Georgia Railroad Company was acquired by the Southern Railway Company does not negate the fact that the territory encompassing the former Central of Georgia Railroad is a single seniority district, which is separate and distinct from other Southern Railway seniority districts. If Carrier chose to assign these particular tasks to signal employees, the work should have been assigned to signal employees with seniority on the appropriate District. Based on the foregoing, this claim must be sustained.

AWARD

Claim sustained.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 6th day of April 1995.