

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Carroll R. Daugherty—Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: (a) Protest against Power Directors on last trick daily and first trick on Sundays calling and supervising Signal Maintainers in case of signal or switch failures.

(b) That this work comes under Scope of the Agreement and belongs to men in the Foreman Class.

EMPLOYES' STATEMENT OF FACTS: It is common practice, in electrified territory, for the Telegraph & Signal Department employees in the Foreman class to call and supervise the work of T. & S. employees in case of T. & S. failures during their assigned tour of duty.

On shifts where T. & S. employees in the Foreman class are not assigned, this work is being performed by Power Directors. On such shifts, the Maintainer is called by the Power Director and on arrival receives instructions in connection with the failure. On locating the trouble, the Maintainer reports back to the Power Director and is not released until so ordered by the Power Director.

The Power Directors make complete reports of T. & S. failures handled by them during their tour of duty to the Supervisor T. & S., for his necessary attention, on forms prescribed for that purpose. The same forms are submitted by the T. & S. employees in the Foreman class to the Supervisor T. & S. when such failures are handled by them during their tour of duty.

At some locations the Carrier has purposely assigned employees in the Foreman class to call T. & S. employees in emergencies and to work over the phone with the Maintainers on duty when a signal failure or trouble occurs.

Initial protest was made by the Local Chairman in a letter addressed to the Superintendent under date of October 14, 1945, and the dispute has been progressed in the proper and usual manner up to and including the highest officer of the Carrier designated by the management to whom appeals may be made, without reaching a satisfactory settlement.

There is an agreement in effect between the parties bearing effective date of June 1, 1943, which is by reference made a part of the record in this dispute.

Therefore, the Carrier respectfully submits that your Honorable Board should dismiss the claim of the Employees in this matter.

All data contained herein have been presented to the employees involved or to their duty authorized representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: When failures occur in the operation of railroad switches and signals, employees in the signal maintainer class must be called to repair the switch or signal. Sometimes these maintainers work under supervision, sometimes not (especially on shifts when the maintainers are normally off duty). When a failure has been reported, some one must call the maintainer, tell him where the failure is located, and receive and transmit to the proper office a report on the nature and correction of the trouble.

On the various divisions and in the several regions of the Carrier, persons in a variety of classes have called signal maintainers and transmitted reports on their work. Among these are Telegraph and Signal Foremen, Train Dispatchers, Movement Directors, Power Directors, Block Operators, and Supervisors of Telegraph and Signals. On the New York Division (and certain other divisions) of the Eastern Region it has been the practice during many years for Power Directors to call the maintainers.

The Organization claims that the work of calling the maintainers belongs to T. & S. Foremen because (1) such work comes under the Scope Rule of the parties' Agreement, especially under the phrase "and all other work in connection with installation and maintenance" (of a previously mentioned list of telegraph and signal equipment items) "that has been generally recognized as telegraph, telephone, or signal work" and (2) the Power Directors supervise the work of the maintainers, thus performing work properly given to foremen under Article 1, Section 1 of the Agreement.

The Carrier claims that the work protested by the Organization does not of necessity belong to T. & S. Foremen but may properly be given, as it has in the past, to any one of a variety of other classes because (1) the Scope Rule does not cover the calling of signal maintainers (the work not being "generally recognized" as belonging solely to employees covered by the agreement); and (2) whereas the primary duties of foremen are to supervise and inspect the work of employees (including signal maintainers) under them, the power directors who call maintainers are primarily engaged in train movement duties and are not competent to supervise or inspect the maintainers' work. The power directors merely call such employees, transmit to them the location and general nature of the failures, and transmit back from them on appropriate forms to appropriate offices the facts reported by the maintainers. They do not act as T. & S. foremen here.

We think that the Organization has failed to establish beyond reasonable doubt that the work done by power directors on the last trick daily and the first trick on Sundays involves functions covered by Article 1, Section 1 or by the Scope Rule of the Agreement as belonging to T. & S. foremen. In the absence of specific, concrete, definite evidence on the record to this effect, we are unable to agree with the Organization's position.

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 Carrier has not violated the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Acting Secretary

Dated at Chicago, Illinois this 18th day of July, 1952.