

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Carl R. Schedler, Referee

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PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE SOUTHERN PACIFIC COMPANY (Pacific Lines)

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Southern Pacific Company:

a. That the Southern Pacific Company violated the Signalmen's Agreement dated April 1, 1947 (revised August 1, 1949), as amended, when it failed and/or declined to apply the Scope, Classification, Hours of Service, Call, Bulletin, Assignment, Promotion, and Seniority Rules, or other provisions of the agreement by not assigning generally recognized signal work to employees covered by the agreement since April 8, 1954. (Specifically, the signal work involved is the fitting up and wiring of relay houses and cases which constitute component parts and are integrant to the signal system.)

b. That the following men in Signal Gangs Nos.

Shasta Gang No. 8	Shasta Gang No. 3	Portland Gang No. 1
A. L. Kavanaugh	W. C. Mott	S. W. Sargeant
J. F. Boucek	C. R. Delahunty	J. C. Anderson
O. W. Gray	G. C. Wilm	J. H. Marthaller
E. E. Herd	G. J. Smishek	J. C. Gary
E. J. Henning	F. A. Davis	R. P. Dierick
D. D. Hickson	R. L. Zenker	R. L. Hoggarth
J. E. Barham	C. W. Wallace	V. R. Crawford
H. W. House	G. J. Tryon	D. E. Nearing
W. N. Oliver	H. J. Koester	L. Tolbert
H. C. Addington	G. J. Cote	R. D. Hanson
	J. A. Davis	B. O. Westfall
	J. W. Collie	R. B. Redden

**Portland Gang No. 2**

H. E. Racher  
 C. B. Rugg  
 M. C. Vearrier  
 J. H. Murphree  
 G. E. Shank  
 A. L. Hugill  
 C. Kelly  
 B. W. Durfee  
 R. L. Wilkinson  
 J. A. Nichols  
 G. F. Tolbert  
 H. D. Stevenson

**Portland Gang No. 3**

T. V. Engle  
 H. A. Van Antwerp  
 J. E. Williams  
 F. S. Odgers  
 D. W. Nearing  
 H. L. Busby  
 J. A. Young  
 G. J. Creamer  
 G. S. Phipps  
 C. R. Dishman  
 J. Fenning  
 L. E. Anringa

and any other employes who may work on the construction be allowed an adjustment in pay for an amount of time at the straight-time rate equal to that required by an employe not covered by the Signalmen's Agreement to perform the signal work of fitting-up and wiring the factory-wired relay cases and houses.

c. That all employes who were laid off on the Shasta Division be paid for all time lost due to being laid off and employes not covered by the Signalmen's Agreement being allowed to fit up and wire these relay cases and houses.

L. R. Frederick  
 M. L. Travelpiece  
 D. E. Williams  
 G. F. Tolbert  
 H. L. Busby  
 W. A. Cleaver  
 G. J. Creamer  
 R. T. Yordy, Jr.  
 J. Flenning

R. B. Redden  
 H. A. Hanson  
 K. M. Good  
 J. E. Cox  
 S. W. Riley  
 J. W. Collie  
 C. R. Dishman  
 R. D. Hanson  
 J. M. Holbert

**EMPLOYES' STATEMENT OF FACTS:** On or about April 8, 1954, this Carrier commenced installation of a centralized traffic control system between Crescent Lake and Eugene, Oregon. The relay cases and houses used in this installation were fitted up and wired by employes who held no seniority or rights and who were not covered by this Carrier's Signal employes working agreement. The relay houses and cases were fitted up and wired for integration into the C.T.C. system being installed by the Carrier.

The signal work involved in this unsettled claim consists of the fitting up and wiring of relay houses and cases which were used by this Carrier on the C.T.C. system installed between Crescent Lake and Eugene, Oregon.

The relay houses and cases, as received, were fitted up with all the required signal appliances and equipment, such as relays, transformers, terminals, rectifiers, resistance units, etc. These signal appliances had been installed and made stationary in the houses and cases and were completely wired and equipped with identifying tags. The fitting up and wiring of these relay houses and cases as performed by the employes who held no seniority or rights under the Signalmen's Agreement is a portion of the Scope work covered by the agreement and is necessary to carry and control the various signal circuits, apparatus, and appliances which operate this type of signal system and govern its functions.

The carrier is in the transportation business—not the business of manufacturing signal devices, appurtenances and equipment. In the exercise of its managerial prerogative the carrier properly could and did decide to purchase the signal relay houses and cases here involved fully wired and assembled. To deprive carrier of this fundamental right of management is not contemplated by the Scope rule nor any other rule contained in the current agreement. The petitioner has not and cannot furnish one bit of evidence that the carrier has negotiated away its inherent right to purchase the relay houses and cases involved in this dispute (nor any other equipment) fully assembled. Clearly, therefore, a sustaining award in this case would not only infringe upon carrier's managerial rights but would have the effect of amending the Scope rule of the current agreement by writing into that rule something that is not now contained therein and was not intended by the parties when the current agreement was negotiated and executed. This Board has held on occasions too numerous to mention that it will not revise, amend, alter or modify existing rules nor write new rules.

### CONCLUSION

Carrier asserts that it has conclusively established that the claim in this docket is entirely lacking in either merit or agreement support; therefore, requests that said claim if not dismissed be denied.

All data herein submitted have been presented to the duly authorized representative of the employees and are made a part of the particular question in dispute. The carrier reserves the right, if and when it is furnished with the submission which has been or will be filed ex parte by the petitioner in this case, to make such further answer as may be necessary in relation to all allegations and claims as may be advanced by the petitioner in such submission, which cannot be forecast by the carrier at this time and have not been answered in this, the carrier's initial submission.

(Exhibits not reproduced.)

**OPINION OF BOARD:** Between November, 1953 and October, 1954 a centralized traffic control system was installed on Carrier's line between Crescent Lake and Eugene, Oregon a distance of about 95.4 miles. The Carrier purchased all signals, switch machines and related signal devices from the Union Switch and Signal Division of Westinghouse Air Brake Company, including a number of relay houses and cases which were received from the manufacturer fully assembled and wired. All work in making the installation of this equipment was performed by employees covered by the Agreement.

The Organization filed a claim with the Carrier on or about June 4, 1954 contending that the Agreement was violated when the Carrier failed to assign to employees covered by the Agreement the fitting up and wiring of relay houses and cases which constitute component parts and are integrant to the signal system. Photographs of this equipment are in the record. The claim requests an adjustment in pay for the employees covered by the Agreement who did not do this work, asserting that under the terms of the Agreement the work belongs to members of the Organization. The Carrier denied the claim.

In factual situations similar and in most pertinent respects identical to the instant claim, a preponderance of the Awards by this Division, over the past many years, have denied the claim. This claim contends nothing novel

or different which should cause us to modify or overrule the previous denial Awards. The Carrier raises some technical and procedural questions in this case which we need not comment on since we are convinced that the basic claim is without merit.

**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 there was no violation.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 25th day of October, 1960.