



Award No. 15437
Docket No. SG-14610

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**SOUTHERN PACIFIC COMPANY
(Pacific Lines)**

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

(a) The Southern Pacific Company violated and continues to violate the current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958 including revisions), particularly Rule 74.

(b) Mr. H. M. Ecker, or any Signal Department employe who may bid this position or displace on it, be paid the C. T. C. rate of pay. This to be a continuing claim until such time as this position is paid the C. T. C. rate of pay. [Carrier's File: SIG 145-131]

EMPLOYEES' STATEMENT OF FACTS: This dispute is based on our contention that Rule 74 of the current Signalmen's Agreement provides a special rate of pay for Signal Maintainers whose duties include maintenance of Centralized Traffic Control (CTC) systems, and that the incumbent of the Signal Maintainer position at Carlin, Nevada, is entitled to that rate of pay because the Carlin signal maintenance territory includes signals and allied apparatus that are controlled by CTC equipment.

Under date of September 8, 1962, the Brotherhood's Local Chairman presented a claim to the Superintendent for the CTC Signal Maintainer rate of pay for the position at Carlin, Nevada. The Superintendent wrote a letter of denial on October 17, 1962. This exchange of correspondence is Brotherhood's Exhibit Nos. 1 and 2.

After the Local Chairman notified the Superintendent of the rejection of his decision, the matter was referred to the General Chairman, who presented an appeal to the Assistant Manager of Personnel on October 9, 1962.

The General Chairman and Assistant Manager of Personnel discussed the case in conference on January 3, 1963, after agreeing to an extension of time. Then, on January 8, 1963, the Assistant Manager of Personnel wrote his

located at Beowawe, but likewise have not included maintenance of C. T. C. Systems, Car Retarder Systems or Interlocking with three or more power-operated switches.

4. By letter of October 8, 1962 (Carrier's Exhibit B), Petitioner's Local Chairman submitted claim on behalf of Signal Maintainer Eker (hereinafter referred to as the claimant) and other unidentified Signal Maintainers, on the basis that by reason of the installation and use of the M and S signals at Beowawe, claimant's rate of pay should be adjusted to the rate of pay applicable to Signal Maintainers whose duties include maintenance of Centralized Traffic Control Systems, and since he was not receiving that rate of pay, Carrier was violating Rule 74 of the current agreement. Carrier's Division Superintendent denied the claim by letter dated October 17, 1962 (Carrier's Exhibit C). Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel by letter dated October 29, 1962 (Carrier's Exhibit D). Carrier's Assistant Manager of Personnel denied the claim by his letter of January 8, 1963 (Carrier's Exhibit E).

(Exhibits not reproduced.)

OPINION OF BOARD: This is a claim of Brotherhood on behalf of Signal Maintainer H. M. Ecker, employe of the Southern Pacific Company, for special rate of pay under Rule 74 of the Signalmen's Agreement on the grounds that the duties of the Signal Maintainer at Carlin, Nevada include maintenance of the Centralized Traffic Control system and that the Carlin territory has signals and apparatus that are part of the Centralized Traffic Control (CTC) equipment.

Carrier, however, contends that the Carlin Signal Maintainer did not perform maintenance work on a CTC system and hence he is not entitled to a special rate of pay prescribed in Rule 74. It points out that Rule 74 of the Southern Pacific Agreement covers a special rate of pay for Southern Pacific employes who work on the Southern Pacific CTC system. Since the CTC system belongs to another Carrier, Western Pacific, the Carrier argues that Mr. Ecker is not entitled to this special rate of pay. Moreover, it asserts that Claimant has no contract right to perform the work on a CTC system owned by another railroad.

The record is clear that the CTC system belongs to the Western Pacific Railroad and that its CTC code line is used to conduct the controlling code from the Line Coding Storage unit (LCS) at Carlin which is the property of the Southern Pacific and controlled by that Carrier.

Although the Southern Pacific controls its signal apparatus on its own territory, the code from its LCS unit fits into the CTC system of Western Pacific and therefore constitutes a CTC system. The code of the Southern Pacific must be compatible with the code of the Western Pacific in order to insure that there is no conflict between the two systems. The Southern Pacific Signal Maintainer maintaining this equipment which monitors the CTC code wires of the Western Pacific, maintains a CTC system.

Inasmuch as the system in question is part of a CTC system and the duties of the Signal Maintainer at Carlin include maintenance of the CTC system, Mr. Ecker is entitled to the higher rate of pay in accordance with Rule 74.

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 violated.

AWARD

Claim sustained.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 30th day of March 1967.