

Award No. 16863
Docket No. SG-17383

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Gene T. Ritter, 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 the current Signalmen's Agreement, effective April 1, 1947 (reprinted April 1, 1958, including revisions) when it failed and/or declined to apply the Scope Rule, which resulted in the violation of Rule 70, by assigning recognized Signal Work to employees of the Union Switch and Signal Company at the Eugene Retarder Yard.

(b) Mr. G. E. Shank be allowed two (2) hours and forty (40) minutes at his overtime rate of pay for each date June 20 and June 30, 1966. (Carrier's File: SIG-152-204.)

EMPLOYEES' STATEMENT OF FACTS: On June 20 and 30, 1966, Carrier required and/or permitted employees of the Union Switch & Signal Company to make wiring changes in new retarder yard equipment being installed at Eugene, Oregon, to make the complete retarder system an automatic operation. Signaller G. E. Shank, Signal Gang No. 5, Eugene, Oregon, the Claimant in this case, has been working with these outsiders while they continue to do our work.

Under date of July 11, 1966, the Local Chairman filed a claim on behalf of Signaller Shank for two hours and forty minutes at his overtime rate of pay for June 20 and 30, 1966, with the claim to continue as long as this violation continues. The claim was handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving satisfactory settlement. Pertinent exchange of correspondence on the property is attached hereto as Brotherhood's Exhibits Nos. 1 through 5.

There is an agreement in effect between the parties to this dispute, bearing an effective date of April 1, 1947 (reprinted April 1, 1958 including revisions).

representatives was in connection with making corrections and test to bring the equipment up to factory specifications and that it was not recognized as signal work covered by the Scope Rule of the current agreement.

By letter dated September 16, 1966 (Carrier's Exhibit C), Petitioner's General Chairman appealed the claim for dates of June 20 and 30, 1966, only, to Carrier's Assistant Manager of Personnel, who denied same by letter dated November 17, 1966 (Carrier's Exhibit D).

(Exhibits not reproduced.)

OPINION OF BOARD: This claim arises from the respondent Carrier's undertaking a modernization of its yard facilities at Eugene, Oregon, which program involved only the purchase and installation of new signal equipment.

It appears from the record that the Union Switch and Signal Company, in order to assure that it was delivering to the respondent Carrier newly purchased equipment that fully met manufacturing specifications and was in proper functioning condition, caused certain of its employees to be present on the Carrier's property to test that equipment and perform certain wiring prior to releasing the equipment to the Carrier. It further appears that thereafter the Carrier's Signal forces performed all work in connection with the installation, testing, and inspecting of the equipment as reserved to them by the Scope Rule of the parties' agreement.

The employees not having here shown that work reserved to them was farmed out, this claim will be denied.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of January 1969.

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