



Award Number 17642

Docket Number SG-18168

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Charles W. Ellis, 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 (Pacific Lines) that:

- (a) The Southern Pacific Company violated the Agreement between the Southern Pacific Company (Pacific Lines) and the employees of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions) and particularly Rules 2(c) and 4, which resulted in the violation of Rule 70.
- (b) Mr. C. G. Mowdy be paid the difference in rate of pay of Leading Signalman and that of Signal Foreman for the following dates: August 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30, and 31, September 1, 5, 6, 7, 8, 11, 12, 13, 14, and 15, 1967.

(Carrier's File: SIG 145-155)

EMPLOYEES' STATEMENT OF FACTS: At the time this dispute arose, Mr. C. G. Mowdy was a Leading Signalman on Signal Gang No. 22, Chemult, Oregon, and Mr. J. S. Winegar was a Leading Signalman on Signal Gang No. 24, Klamath Falls, Oregon. No Foreman was assigned to either of these two small gangs; the Leading Signalman was in charge.

On the dates listed in our Statement of Claim, Carrier assigned Leading Signalmen Mowdy and Winegar to work together between Klamath Falls, Oregon, and Crescent Lake, Oregon, inspecting, testing and repairing signals.

Under date of September 20, 1967, the Brotherhood's Local Chairman filed a claim on behalf of Mr. Mowdy for the Signal Foreman rate of pay for the days he and Mr. Winegar worked together. That claim was handled to a conclusion on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving satisfactory settlement. The pertinent exchange of correspondence on the property is attached hereto as Brotherhood's Exhibits Nos. 1 through 6.

There is in effect between the parties to this dispute, an agreement bearing an effective date of April 1, 1947 (reprinted April 1, 1958 including revisions), which is, as amended, made a part of the record in this dispute.

(Exhibits Not Reproduced)

inspecting and testing signal apparatus, no other employees worked with these two leading signalmen, nor was there any necessity to have either one lead or direct the other. For such service, both claimant and Winegar were each allowed compensation at the applicable leading signalman's rate of pay.

4. By letter dated September 20, 1967 (Carrier's Exhibit "B"), Petitioner's Local Chairman submitted claim to Carrier's Division Superintendent in behalf of claimant for rate of Signal Foreman on the dates specified in the Statement of Claim based on the contention that claimant was entitled to receive such rate, including expenses for meals while away from headquarters as referred to in Rule 2(c) applicable to Signal Foreman, when assigned to work together with Leading Signalman Winegar. By letter dated November 3, 1967 (Carrier's Exhibit "C"), Carrier's Division Superintendent denied the claim. By letter dated November 4, 1967 (Carrier's Exhibit "D") Petitioner's Local Chairman gave notice that the claim would be appealed.

By letter dated November 20, 1967 (Carrier's Exhibit "E"), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel and by letter dated January 16, 1968 (Carrier's Exhibit "F"), the latter denied the claim.

(Exhibits Not Reproduced)

OPINION OF BOARD: At the time this dispute arose, Claimant was a Leading Signalman on Signal Gang No. 22, Chemult, Oregon and employee Winegar was leading Signalman on Signal Gang No. 24, Klamath Falls, Oregon. On August 1, 1967 and for a number of days thereafter Carrier assigned these two employees to work together between Klamath Falls, Oregon, and Crescent Lake, Oregon, inspecting and testing signal apparatus. When Claimant worked together with Winegar inspecting and testing signal apparatus, no other employees worked with these two leading signalmen. For such service, both Claimant and Winegar were allowed compensation at the applicable leading signalman's rate of pay.

The Organization makes claim to the benefit of two Rules of the Agreement between the parties dated April 1, 1947 (Reprinted April 1, 1958). Those sections are Rule 4, which provides:

"RULE 4—LEADING SIGNALMAN—LEADING SIGNAL MAINTAINER.

A signalman or signal maintainer working with and supervising the work of one or more signalmen or signal maintainers with or without their assistants and/or helpers.

In gangs not under the jurisdiction of a signal foreman, a leading signalman or leading signal maintainer shall not be required to lead and/or direct the work of more than three (3) employees exclusive of himself, except for temporary periods not exceeding ninety (90) calendar days in a calendar year, during which he shall not be required to lead and/or direct the work of more than four (4) employees exclusive of himself.

When two gangs, each under supervision of a leading signalman, are temporarily assigned to work together on a signal construction or repair project, the senior of the two leading signalmen will be in charge and will receive signal foreman rate of pay. It is understood that such individual will not acquire seniority as signal foreman under this rule."

and Rule 2(c) which provides for certain benefits to "foremen" for meals and lodgings.

The question turns on whether Claimant's situation satisfies the requirements of Rule 4. That Rule contemplates that a premium rate shall be paid to a Leading Signalman or Maintainer to compensate him for the extra burden of the responsibility of supervising other employees on construction and repair projects.

The facts before us do not justify the conclusion that the Claimant was performing the supervision on construction or repair work which would entitle him to the premium pay provided for in Rule 4.

He was in fact supervising no other employee's work and he was not engaged in that type of work for which the premium rate would be paid. For the same reason Claimant's claim to benefits under Rule 2(c) is also unmerited.

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 Employee involved in this dispute are respectively Carrier and Employee 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 9th day of January 1970.