



Award Number 17705

Docket Number SG-17911

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Louis Yagoda, 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 (former Pacific Electric Railway Company) that:

- (a) The Southern Pacific Company violated the current Agreement between the Pacific Electric Railway Company and its employees represented by the Brotherhood of Railroad Signalmen, effective September 1, 1949, including revisions, when it failed and/or declined to apply the Scope and Classification Rule 1, by assigning the work specifically covered by the Scope and Classification Rule 1, to employees who are not covered by our Agreement on April 18, 19, 20, 21, 24, 25, 26, 27, and 28, and May 1, 2, 3, and 4, 1967, at Bell, Claremont, Clearwater and El Monte Towers, and at Watts Blocks, of supervising and instructing employees covered by the Agreement.
- (b) Mr. H. D. Carper and Mr. A. R. Bruce be allowed eight (8) hours each on each date April 18, 19, 20, 21, 24, 25, 26, 27, and 28, and May 1, 2, 3, and 4, 1967, in addition to any compensation allowed these employees, at the time and one-half rate of Assistant Signal Supervisor. SIG [152-222]

EMPLOYEES' STATEMENT OF FACTS: This dispute arose because, during April and May 1967, two (2) Signal Inspectors of the Southern Pacific Railroad, who hold no seniority on the Pacific Electric Railway Company were assigned to supervise the work of a Signal Inspector of the Pacific Electric Railway Company while making tests, wiring changes and other modifications to the interlocking system at Bell Tower, Claremont Tower, Clearwater Tower, El Monte Tower and Watts Blocks, all locations on the Pacific Electric Railway Company property.

The Scope Rule of the Signalmen's Agreement with the Pacific Electric Railway Company covers supervising of employees engaged in the work involved herein, and is quoted below for ready reference.

"This Agreement covers the rates of pay, hours of service, and working conditions of all employees, classified in Article 1, engaged in the supervision, construction, installation, repair, reconditioning, inspecting, testing and maintenance, either in the shop or in the field, of any and all signal and telephone systems and/or interlocking systems, including all apparatus and devices in connection

"The facts in this case remain as presented. Two employees who do not hold seniority on the Pacific Electric property were assigned to perform work which is covered by the Classification and Scope Rules of our Agreement.

"Your allegation that the claimants were not qualified to perform this work is without any foundation. The positions of Assistant Signal Supervisor on the Pacific Electric property, are positions which are obtained through seniority choice, and these employees' long service certainly attests to their abilities and qualifications."

This correspondence is reproduced and attached hereto as Carrier's Exhibit "F".

(Exhibits Not Reproduced)

OPINION OF BOARD: In August 1965, the corporate structure of the Pacific Electric Railway Company was absorbed by the Southern Pacific Company. It is undisputed that this merger left unaffected the status of the former Pacific Electric employees as a separate group, the Signalmen employees continuing under the same agreement as theretofor.

The Carrier's statement is undisputed that immediately preceding the claim dates herein, Carrier had received Interstate Commerce Commission signal inspection reports alleging violation of I.C.C. Rules and Regulations with respect to signal facilities on the former Pacific Electric Railway Company. In reaction thereto, Carrier decided to assign two employees from its General Office, classified as Signal Inspector-System, to perform certain duties in connection with the signal employees and signal equipment and facilities of the former Pacific Electric Railway Company.

It is undisputed that these Signal Inspectors hold no seniority on the Pacific Electric Railway Company. The work assigned to them in April and May, 1967 is described by Carrier as ". . . to accompany the Signal-Inspector of the former Pacific Electric Railway Company signal force during a special inspection; they were also readily available to answer any questions with regard to the technicalities of the signal apparatus. Where it was necessary to make any adjustments or circuit changes, only former Pacific Electric Railway Company signal forces were used to perform the work, after it was determined by the former Pacific Electric Signal Inspector that he could not perform all the service himself."

Employees describe the work performed by these individuals as follows:

". . . supervise the work of a Signal Inspector of the Pacific Electric Railway Company while making tests, wiring changes and other modifications".

Employees invoke the Scope Rule of the Signalmen's Agreement which includes in the listed functions those engaged in "supervision" as well as "inspecting" of all signal systems, apparatus and devices and expressly defines (in Article 1, Rule 1) the duties of an Assistant Signal Supervisor as "an employee assigned to the duties of supervising the work of other employees covered by this agreement".

The instant claims are for compensation to two Signal Maintainers employed at the Pacific Electric Railway facilities for dates on which it is

claimed their rightful work was usurped, "in addition to any compensation allowed these employes, at the time and one-half rate of Assistant Signal Supervisor". In support of said claims, it is contended that the two Signal Maintainers could have performed the Assistant Signal Supervisor's duties on the dates involved had they been given the opportunity.

It is our opinion that the claims made here — that Agreement rights were violated to the injury of certain named claimants — have not been proven.

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 Employes involved in this dispute are respectively Carrier and Employes 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

Claims are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of January 1970.