NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 19605
THIRD DIVISION Docket Number SG-17642

Gene T. Ritter, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalman
(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 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 the recognized Signal Work of installing and maintaining a "high load detector" connected to a signal system at M.P. 543.5, west of Riddle, Oregon to employes not covered by the Classification Rules of the Signalmen's Agreement.

(b) Mr. L. W. Dixon be allowed thirty-two (32) hours at the time and one-half rate of his position for August 11 and August 12, 1966.

(c) Mr. L. W. Dixon be allowed one (1) hour at the time and one-half rate of his position for each week, commencing November 1, 1966, and continuing until the maintenance of this detector device connected to a signal system is properly assigned to employes covered by the Classification Rules of our agreement. (Carrier's File: SIG 152-212)

OPINION OF BOARD: This claim involves the question of whether or not Carrier violated the Signalmen's Agreement when it assigned the work of installing an electric eye warning device to Maintenance of Way Electrical Department employes at Riddle, Oregon. This warning device was for the purpose of providing an additional aid to train crews watching for excessively high loads in their trains when passing that point moving Westward. This installation included an electric light beam to a photoelectric cell across the main track at a specified elevation above the top of the rail by placing the transmitter and receiver on 50 foot poles placed on each side of the track. When a Westward train passed under this point and the electric light beam was broken by an excessively high load, a white light was illuminated and an electric horn was activated on a post at the side of the track. The Signalmen's Organization contends that the signal and horn constitute a signal system and that work in connection with the installation and maintenance thereof is signal work covered by the Scope Rule of the Signalmen's Agreement. Carrier, in denying this claim, has contended that the installation forming the basis of this claim is s detector device not connected to nor part of the signal system as contemplated by the Scope Rule of the Current Agreement, and that, therefore, Signal Department employes have no claim to the installation or maintenance of said equipment. Carrier further contends that electric eye devices on this property not connected with the signal system

have previously been installed and maintained by Maintenance of Way Electrical Department employes; that the Organization in this dispute has failed in their burden of proof for the reason that the involved work was not specifically reserved by agreement provisions; and that the proof fails to show that Signalmen have performed the involved work to the exclusion of all other crafts on this property. The record discloses that proper notice was given the Electricians' Organization and that in their submission, the Electricians contend that Carrier properly assigned the work in this dispute.

.It is the opinion of this Board that the electric eye warning device involved in this'dispute became an integral part of Carrier's signal system upon its installation and that the work of installing this device falls within the Scope Rule of Signalmen's Agreement. The Scope Rule clearly states that the construction and maintenance of wayside signals and wayside train stop, train control equipment, and detector devices connected to signal systems accrues to employes covered thereunder. Upon the installation of the warning device, it became a part of Carrier's signal system, although Carrier infers otherwise, because there were no physical attachments, such as wires, connecting it to another signal function. The warning device set off both audible and visual signals in the event of excessively high loads in passing trains, which, if set off, required certain action on tha part of the train crew. This Board does not say, hy this opinion, that all detector devices are included and are within the Signalmen's Scope Rule. However, if the detector device emits a visual or audible signal that requires or eliminates action on the part of the train crew, it is within the Scope Rule reserving such installation and maintenance to Signalmen employes.

It is the further opinion of this Board that Claimant is entitled to thirty-two hours at the straight rate of his position, but not at the time and one-half rate as claimed for the reason that the punitive rate cannot be allowed for time not worked. Although this Claimant might have been fully employed during the installation of the involved device, there is no showing that the Claimant could not have installed the sane during overtime or by Carrier rescheduling work. Therefore, we will allow Claimant the time claimed at the straight rate. This Board further finds that part (c) of this claim should be denied for the reason that there is a total lack of proof in the record of any maintenance performed by anyone and this Board will not indulge in speculation as a basis for sustaining a claim.

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 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 violated in accordance with the Opinion.

A W A R D

Part (a) of Claim - Sustained.

Part (b) of Claim - Sustained in the amount of 32 hours at the straight rate of pay.

Part (c) of Claim - Denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: E. L. Kellum
Executive Secretary

Dated at Chicago, Illinois, this 14th day of February 1973.