

Award No. 11046

Docket No. SG-10577

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Southern Railway Company et al., that:

(a) The Carrier violated the current Signalmen's Agreement when on June 25, 1957, it improperly assigned signal work covered by the Scope, Classification, Seniority, and other rules of the Signalmen's Agreement to Construction Supervisor, E. E. Stephens, Assistant Signal Supervisor E. C. Logan, and Jr. Engineer John McCaskin, who are not classified under and who hold no seniority or rights to any of the work covered by the Signalmen's Agreement.

(b) Signalman F. E. Yahnig, who was deprived of the signal work performed by the Carrier's officials, be compensated at his respective pro rata rate of pay for a number of hours equivalent to the number of hours the Carrier's officials cited in part (a) of this claim performed signal work between Austell and Atlanta, Georgia, on June 25, 1957. [Carrier's File No. SG-11104.]

EMPLOYEES' STATEMENT OF FACTS: On June 25, 1957, the claimant, F. E. Yahnig, was regularly assigned as Signalman in this Carrier's Signal Gang under Signal Foreman P. R. Wood, and was assigned by Signal Foreman Wood to work at a location between Austell and Atlanta, Georgia in cutting over the signal facilities at that location.

It is readily evident from the correspondence found in the files that the Carrier assigned the officials cited herein to perform the inspections and tests inherent to their positions, at this location, after the cut-over work was completed by the signal employees. Instead of waiting until after the cut-over signal work was completed, the officials not only made inspections and tests which were not inherent to their positions, but performed signal work covered by the Signalmen's Agreement.

As positive proof of our position on this point, we direct the Board's attention to a letter from claimant Yahnig, addressed to General Chairman E. C. Melton under date of July 9, 1957, wherein he states, in part:

Claim, being barred, and the Board having no jurisdiction over it, should dismiss it for want of jurisdiction. If, however, despite this fact the Board assumes jurisdiction it cannot do other than make a denial award.

All evidence here submitted in support of Carrier's position is known to employe representatives.

Carrier, not having seen the Brotherhood's submission, reserves the right after doing so to reply thereto and present any additional evidence which may be necessary for the protection of its interests.

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute grows out of the manner in which work was handled during a change-over in the signal system between Austell and Atlanta, Georgia, on June 25, 1957. The Employees contend that during the change-over officials of the Signal Department did signal work in violation of the Scope Rule which includes " * * * the construction, installation, maintenance and repair of signals, either in signal shops, signal storerooms or in the field; * * *".

Carrier asserts that on the morning of the change-over employees covered by the agreement were stationed at various points in the area involved to handle the wires and connections involved in the test and change-over. The record discloses, however, that a Junior Engineer did close terminal straps in the front of Case 9-15-L, the case to which Claimant was assigned, and according to the Assistant Signal and Electrical Supervisor:

"Mr. Mattison and I walked up to the location where Mr. Stephens was working, on arrival I asked Mr. Stephens if I could help him, he said that he was about through with exception of putting on some terminal nuts, which Mr. Yahnig was doing at that time. Then Mr. Stephens asked me if I would take the case print and help him check out the wiring on the plugboards in the back of the case, by the time we completed that, Mr. Yahnig was through in the front side of the case, then Mr. Stephens and Mr. Yahnig went across track to lock location 16C, and began working over there."

At another point the Signal and Electrical Supervisor stated:

"Mr. Yahnig was assigned to work with Mr. Stephens at Case 9-15 L, and while this cut-over was in progress I went to this Case and Mr. Yahnig was working in the back of Case and Mr. Stephens in the front."

* * * * *

"We had only about one hour's work to be done in 9-15 L Case, after which we left Mr. Stephens to talk on the telephone (connected temporarily in this case) with a signalman to shunt track circuits on rails, and to check indications on signals as tests were being made."

from which it is obvious that at least one hour's work was performed by officials, and we sustain the claim to the extent of one hour's pay at Claimant's pro rata rate.

As for the remainder of the claim, the Employes have failed to produce evidence sufficient to support allowance of the claim as presented.

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 to the extent indicated in the Opinion.

AWARD

Claim sustained only to the extent indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of January 1963.