

Award No. 11806

Docket No. SG-11388

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Kieran P. O'Gallagher, 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, dated April 1, 1947 (reprinted August 1, 1950 including revisions), when it failed and/or declined to apply the Scope, Classification, Hours of Service, Call, Bulletin, Assignment, Promotion, and Seniority Rules, or other provisions of the agreement by not assigning recognized signal work on February 24 and 26, March 3, 1958, to employees covered by the agreement. Specifically, a spreader operator and a ditcher operator's helper, who are covered by the Maintenance of Way Agreement, were assigned and/or permitted to fill gas tanks that are used exclusively for gas switch heaters. The gas switch heaters are solely maintained by Signal Department Employees.

(b) The Southern Pacific Company now compensate furloughed Signalmen H. E. Shrauger and K. L. Knutson at the Signalmen's rate of pay for the following hours:

February 24, 1958—8 hours straight time and 3½ hours overtime.

February 26, 1958—8 hours straight time and 4½ hours overtime.

March 3, 1958—8 hours straight time and 4 hours overtime.

[Carrier's File: SIG 152-57]

EMPLOYEES' STATEMENT OF FACTS: In the past, this Carrier has used a Supply Train to deliver tools, equipment, material and supplies to its employees at their respective on-line stations and/or headquarters and would assign several Signal Department Employees to accompany the Supply Train to handle those items that were being delivered to the employees of the Signal Department. Gas, for use in switch heaters, was one of the items delivered by the Supply Train on February 24 and 26, and March 3, 1958. On those

said tanks. Carrier's only obligation was to move tank car containing propane gas to locations where needed in a work train. In its own interests in connection with unloading propane gas, and for reasons described hereinabove, Carrier required that a lead signalman accompany the work train on the dates of this claim. There was no reason whatever for any other employee to accompany said work train for the purpose of unloading propane gas, either a signalman or any other class of employee. However, should the need arise for Carrier to unload propane gas, there is no rule of the current agreement which reserves to signalmen any work in connection with such unloading.

When discussing this claim in conference on the property, petitioner's General Chairman argued to the effect that the storage tanks involved in this case are appurtenances of the switch heaters, and signalmen who maintain the switch heaters should also be used to fill the tanks in which fuel for those heaters is stored. Even if signalmen enjoyed an exclusive right to the maintenance of switch heaters, which is not the case on Carrier's lines, such right would in no manner extend to the tanks used for storage of fuel for said switch heaters. Aside from the fact that the storage tanks and equipment required to fill them were the property of the Gas Company, who had by contract agreed to maintain and fill said tanks, the involved tanks are not a part of the centralized traffic control system covered by the Scope Rule. To the contrary, those tanks are purely a facility for the storage of fuel which, when it is released therefrom, travels through a regulator and conduit to the switch heater, where it is ignited or extinguished by the dispatcher from his control panel.

This Division has held in cases involving power sources that there is a very definite line of demarcation concerning a source of power and the devices operated by the power. In this connection, the following is quoted from Award 8070 disposing of claim of signalmen on another property for certain work on boilers and air-compressors used as a power source for a car retarder:

"The Carrier maintains that signalmen have no exclusive claim to work on boilers and air compressors, i.e., work on the source of power for the car retarders back beyond the 'point of utilization.' This appears to be a sensible dividing line."

Signalmen have never performed this work of filling the gas tanks; and thus cannot claim it on the basis of "work generally recognized as signal work."

Since the work is not covered by the Scope Rule of the agreement, the other rules of the agreement cited by petitioner obviously have no bearing on the case.

CONCLUSION

Carrier requests that the claim be denied.

All data herein submitted have been presented to the duly authorized representative of the employees and are made a part of the particular question in dispute.

(Exhibits not reproduced)

OPINION OF BOARD: This claim involved work allegedly performed by Maintenance of Way Employees in the filling of propane gas tanks used to store fuel to operate switch heaters. Under the terms of a contract between

the Carrier and the Gas Company, title to the tanks remained with the Gas Company, and the Gas Company agreed to refill the tanks when notified to do so by Carrier.

The record discloses that the propane gas tanks were regularly filled by employees of the Gas Company, and while signalmen did render assistance on some occasions, no claim is made for work performed by Gas Company employees. Petitioner has thus made tacit admission that the claimed work is not reserved to Claimants.

Since the claimed work was not reserved to Claimants, the claim must be denied.

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 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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 25th day of October, 1963.