

Award No. 12316

Docket No. SG-11389

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, 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 and continues to violate the Signalmen's Agreement, dated April 1, 1947 (reprinted August 1, 1950 including revisions) particularly Rules 3, 27 and 50.

(b) Mr. Stephen Campanelli be paid the difference in his rate of pay as a Signaller and that paid a Signal Inspector-Division pro-rata of the monthly rate for the number of days (exclusive of assigned rest day) that he has filled the position since April 3, 1958, and continuing as long as he is required to perform these duties.

(c) The Carrier comply with Rule 50 of the agreement and advertise the position for seniority choice. [Carrier's file SIG 145-120]

EMPLOYEES' STATEMENT OF FACTS: Attached hereto, as Brotherhood's Exhibit Nos. 1 and 2, are reproduced copies of Los Angeles Division Signal Department Notices No. 986 and 987 which show that Mr. S. Campanelli had been regularly assigned to a permanent Signaller position on Signal Gang No. 7 in the Los Angeles Signal Shop.

On or about October 1, 1957, Mr. Campanelli was taken off his position on the Signal Gang and assigned to a position in the Signal Supervisor's office where he worked at times; at other times he was returned to his regular position on Signal Gang No. 7. During February and March, 1958, he was used to assist in the installation of the CTC (Centralized Traffic Control) machines in the Pacific Electric Building in Los Angeles. On April 2, 1958, he returned to his regular position as Signaller on Signal Gang No. 7. On April 3, 1958, Mr. Campanelli was again called back to the Signal Supervisor's office where he worked continually, at least until April 23, 1958. The work performed by Mr. Campanelli in the Signal Supervisor's office included the correction of blueprints covering signal work, and the ordering and estimating of material for future signal work. The work performed in the Signal Supervisor's office by Mr. Campanelli was work that accrued to a Signal Inspector-Division, though he continued to receive the Signalmen's rate of pay.

form to field corrected plans, is work of a purely routine nature and comparatively speaking, work which would be expected of any employe rather than an inspector. The same can be said for work performed by claimant in connection with recapping inventory information and tabulated data which had already been compiled by Division Signal Inspector's field check on work sheet paper.

From the above, it is clear that petitioner's assertion that claimant's work in the Signal Supervisor's office involved "correcting blue prints and ordering and estimating material for future jobs" is an incorrect description of the duties he actually performed.

In addition to Rule 3, petitioner's General Chairman has referred to Rules 27 and 50 in support of this claim. Since claimant performed no service in the Signal Supervisor's office that could not properly be required of a signalman, Rule 27—Filling Higher Rated Position—is in no way involved. He did not fill a higher-rated position. The disputed work can in no manner be considered as belonging to the classification Signal Inspector-Division by reason of Agreement. In no particular does that work conform to the duties set forth in Rule 3, i.e., "the inspecting and testing of signal apparatus, circuits and appurtenances, and the preparation and checking of plans and estimates".

Rule 50 (Advertising Positions for Seniority Choice) is likewise not involved as there was no new position and no need for a new position in the Signal Supervisor's office at Los Angeles on the dates involved in this case.

CONCLUSION

Carrier requests that the claim be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant was a regularly-assigned Signalman on Signal Gang No. 7 in the Los Angeles Signal Shop. On or about October 1, 1957, Carrier began to use him from time to time in the Signal Supervisor's Office although he continued to check in and out at the Signal Shop. It appears that Claimant was used in the office intermittently until on or about April 3, 1958. Thereafter, he performed the work continually although still reporting in at the beginning of the shift and again at its end to the Signal Shop. He also continued to hold his regular assignment as a Signalman.

The determinative issue here is one of fact: Whether the duties performed by Claimant in the Supervisor's office were substantially the same as those assigned a Division Signal Inspector by Rule 3 of Article 1 of the controlling Agreement. The rule reads, in pertinent part:

"SIGNAL INSPECTOR-DIVISION

An employe who is assigned to and who duties include the inspecting and testing of signal apparatus, circuits and appurtenances, and the preparation and checking of plans and estimates."

The best evidence of what duties were performed by Claimant in the Supervisor's office is a letter from him to the Carrier, photostat copy of which appears in the record as Carrier's Exhibit C. It is quoted in full:

"August 12, 1958
Los Angeles, Calif.

Dear Sir:

Answering your request for an outline of the type work done by myself in the signal office.

The work consists of making corrections on office circuit plans to reflect changes made by men in the field, copying field inventories made by the Division Signal Inspector, putting C.E. drawings and circuit plans in their respective drawers, etc.

I report to the signal shop at the start and close of each work day.

At no time do I inspect or test signal apparatus, circuits or appurtenances, or make estimates.

Occasionally I look up reference numbers out of the stock book for the maintainers supply lists.

When called upon I return to work in the signal shop to work on relays and do some wiring.

This claim was submitted without my knowledge or consent.

/s/ Stephen Campanelli

Hodges saw this on
8-14-58"

As noted, this letter is the best evidence (and for that matter the only evidence of probative value) bearing on the key question of duties performed by Claimant. We find no evidence of record to refute the statements made therein. Nor is there anything to warrant an inference that Claimant may have been coerced into writing the letter. It shows that Claimant performed none of the duties assigned a Division Signal Inspector under Rule 3 of Article 1. He performed clerical work of a routine nature in the office, none of which could reasonably be held substantially the same as "... inspecting and testing of signal apparatus, circuits and appurtenances ..." or "the preparation and checking of plans and estimates".

Having made its finding on the primary and determinative issue here presented, the Board deems it unnecessary to discuss the other related but secondary issues raised by the parties in this record.

The claim will be denied.

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 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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 6th day of March 1964.