

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Don Hamilton, 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 effective April 1, 1947 (reprinted April 1, 1958, 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 involving the protection and inspection of rail head signal bonds, due to welding of rail joint ends at Lookout Station on March 18, 19, and 20, 1959, to Signal Department employees.

(b) Mr. F. G. Sessions, senior furloughed Signalman of the Portland Division, be allowed eight (8) hours at the straight time rate of pay for Signalman for March 18, 1959, eight (8) hours at the straight time rate of pay for Signalman for March 19, 1959, and eight (8) hours at the straight time rate of pay for Signalman for March 20, 1959. [Carrier's File: SIG 152-63]

EMPLOYEES' STATEMENT OF FACTS: The Carrier's Maintenance of Way Welders build up the worn and/or battered rail ends to provide a smoother joint where the rails are connected. This is accomplished by a welding process which greatly increases the temperature of the rail ends.

Rail joints in signalled territory have one or more bond wires to insure that the electricity in the track circuit will pass from one rail to the next with a minimum amount of resistance. Bond wires of various types and sizes are used. The ones involved herein are referred to as "rail head" bonds. They are attached to the head of the rail, about two (2) inches from the end of the rail and about 3/4-inch below the top of the rail.

There are two basic types of rail head bonds, those that are welded to the rails and those that are driven into holes that had been drilled in the

IV.

CONCLUSION

Carrier requests that the claim be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The instant case presents three specific matters to which the Board directs its attention.

First, the Carrier raises the question of the Third Party Issue. It is the opinion of the Board that the prevailing practice concerning this question is sound, and should be approved as conforming to the requirements of the courts. Such practice is to give notice of the claim to the representative of the Third Party so that it may appear, if it so desires, to participate in the case.

In this case, the Third Party representative entered what amounts to a waiver. This is apparently sufficient to satisfy the requirements of notice, removing the issue from our consideration, and allowing the case to proceed on its merits.

Secondly, the first part of the claim is based on the protecting of the rail head signal bonds, by the application of asbestos paste to the bonds, by the welders. This Board considered this exact situation in Award No. 11437. Referee Dorsey's opinion in that award is cited here with approval, and is hereby reaffirmed as to the propositions applicable to the claim before the Board.

Third, the basic question involved is whether or not the action of the welder, following his welding of the rail joint ends, is such as to constitute an inspection, which would come within the Scope Rule, and therefore be the exclusive prerogative of the signalmen.

It is intuitively obvious to the Board, that any competent craftsman will take time to observe his completed work to make certain he has performed his own job satisfactorily. Indeed, this would seem to be a necessary component of the total work effort. However, this observation is only incidental to the primary responsibility of the welder in satisfying the requirements of his assigned task.

Naturally, it follows that such observation may reveal matters which should be brought to the attention of other craftsmen for the application of their particular skill. The record in this claim does not indicate that such observation, of one's own work, constitutes an inspection as is contemplated by the Scope Rule of the agreement under consideration.

Therefore, this Board finds that the incidental, casual observation, in the instant claim, cannot be considered within the meaning of the term "inspecting" as used in the Scope Rule in this agreement.

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 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 19th day of June 1964.