

Award No. 14998

Docket No. SG-14499

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nicholas H. Zumas, 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 current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958 including revisions), particularly the Scope Rule, Rules 13 and 70, and Rule 2010 of the Carrier's own Rules and Regulations for the Maintenance of Way and Structures.
- (b) Mr. T. W. Swartz be paid the following hours at his overtime rate of pay and any other other hours that he is assigned to this work and not allowed to work closing up at quitting time for the Maintenance of Way Employees assigned to this work—July 30, 1962, four hours; July 31, 1962, one hour; August 2, 1962, two and one-half hours; August 3, 1962, four hours; August 6, 1962, two hours; August 7, 1962, two hours; August 8, 1962, one and one-half hours; August 9, 1962, two hours; August 10, 1962, two hours—a total of twenty-four hours.
- (c) Mr. J. D. Smith be paid the following hours at his overtime rate of pay and any other hours that he is assigned to this work and not allowed to work closing up at quitting time for the Maintenance of Way Employees assigned to this work—July 31, 1962, three hours; August 1, 1962, one hour; August 6, 1962, two hours; August 7, 1962, two hours; August 8, 1962, one and one-half hours; August 9, 1962, two hours; August 10, 1962, two hours—a total of fifteen and one-half hours.
- (d) Any Signal Department Employee assigned to this work be paid for all hours that the Maintenance of Way Employees work on this rail cropping job before or after the starting time of the Signal Department Employees and continuing until such time as they are allowed to work this time in closing up the track circuit and bonding the rails or removing the bond wires, as the track circuit is considered the most important circuit in signaling. (Carrier's File: SIG 152-124)

attended red conditional stop sign displayed in vicinity of MP 522 for eastward trains and MP 522.9 for westward trains unless orally authorized to proceed beyond the stop sign by foreman in charge of work or a proceed signal with green flag or light is received. Restricted speed must not be exceeded unless foreman orally authorizes a different speed. Yellow proceed prepared to stop signs are displayed one and one-half miles in advance of red conditional stop signs."

4. By letter dated August 11, 1962 (Carrier's Exhibit A), Petitioner's Local Chairman presented to Carrier's Division Superintendent claim on behalf of Signalmen T. W. Swartz and J. D. Smith, based on the assertion that carrier violated the current agreement "... As long as they (Maintenance of Way employees) continued to perform this work (rail cropping) with no signalmen present . . ."

By letter dated August 22, 1962 (Carrier's Exhibit B), Carrier's Division Superintendent denied the claim. General Chairman subsequently appealed the claim to Carrier's Assistant Manager of Personnel by letter dated August 27, 1962 (Carrier's Exhibit C), and the latter denied the claim by his letter dated November 19, 1962 (Carrier's Exhibit D).

(Exhibits not reproduced.)

OPINION OF BOARD: Claimants' were signal employees assigned to perform the signal work necessary to complete an operation known as "rail cropping."

Rail cropping consists of sawing approximately 18 inches from the end of each rail, sliding the new rail ends together, drilling new holes, and then installing new angle bars and bond wires. It is performed on rails to eliminate flattened or worn rails. Except for the signal work involved, rail cropping is performed by Maintenance of Way employees.

During the period in dispute, the shift of the Maintenance of Way crew overlapped that of the Signal crew, working four hours after the Signal crew for the first period of the claim, and two hours during the second period of the claim.

Claimants, through the Organization, allege that the Scope and other rules of the Agreement were violated because of "Carrier's action of requiring and/or permitting a Maintenance of Way rail cropping gang to perform work without any signal employees being present to perform the necessary signal work."

Carrier contends that while there were certain periods during the rail cropping operation when signalmen were not present, no signal work was performed by the Maintenance of Way employees; and that all of the signal work was deferred until signalmen were present to perform it.

On the basis of the record, the Board finds that Claimants have failed to substantiate their claim with evidence sufficient to warrant a finding that signal work was performed by employees other than signalmen. The fact that there were periods during the rail cropping operation where signalmen were not present is insufficient.

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

The Claim is denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of December 1966.