



Award No. 17216

Docket No. SG-17550

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(Supplemental)**

David H. Brown, 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 (Pacific Lines) 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 Rule, which resulted in the violation of Rule 70, by assigning employees not covered by the Classification Rules of our Agreement to perform recognized signal work in the installation of a digital computer, a part of the retarder system at Eugene, Oregon.
- (b) Mr. W. Barber be allowed four (4) hours at his time and one-half rate of pay for the following days: September 5, 6, 7, 8, and 9, 1966.
- (c) Mr. W. Barber be allowed four (4) hours on each date subsequent to September 9, 1966, at his time and one-half rate of pay, that the Carrier continues to violate the Agreement. (Carrier's File: SIG 152-206)

EMPLOYEES' STATEMENT OF FACTS: This dispute arose because Carrier assigned other than signal employees to test a digital computer and install it in the Car Retarder System at Eugene, Oregon. Upon its installation, this computer became an integral part of the Car Retarder System.

The computer was unloaded by signal forces at Eugene on September 4, 1966, and stored in the "Hump" tower. (A retarder yard is often referred to as a "hump" yard)

The installation of the computer began on September 5, 1966. On September 14, 1966, the Brotherhood's Local Chairman presented a claim on behalf of a Leading Signalman in Gang #5 at Eugene, Mr. Wayne Barber. Claim was filed on a continuing basis, with September 5, 6, 7, 8 and 9 being cited in the initial claim.

The claim was subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier desig-

of assuring Carrier that it would fully meet specifications and was in proper functioning condition.

When it was determined that the computer system was in proper functioning condition and yard office personnel had been fully instructed as to its proper operational use, it was released to Carrier with the computer and interface units remaining at the hump tower and the teletype and card punch and card reader machines placed in the yard office. Thereafter, on dates subsequent to September 16, 1966, Carrier's Signal Department forces performed necessary work of connecting wiring from field signal equipment to the interface units adjacent to the computer. No work was performed by Signal Department employees on the digital computer.

3. By letter dated September 14, 1966 (Carrier's Exhibit "A"), Petitioner's Local Chairman presented claim to Carrier's Division Superintendent in behalf of Wayne Barber (hereinafter referred to as the claimant), assigned to position of Lead Signalman, Signal Gang No. 5, located at Eugene, for 4 hours at his applicable overtime rate of pay for September 5, 6, 7, 8 and 9, 1966, and for each date the alleged violation continues, alleging that Carrier allowed other than signalmen to test and install the digital computer at Eugene Yard in violation of the Scope Rule.

By letter dated October 21, 1966 (Carrier's Exhibit "B"), Carrier's Division Superintendent denied the claim, stating that the testing and installation of the digital computer is not work covered by the Scope Rule of the Current Agreement, or performed by signal employees in the past, nor are signal employees qualified to perform such work. By letter dated November 17, 1966 (Carrier's Exhibit "C"), Petitioner's Local Chairman gave notice that the claim would be appealed.

By letter dated November 23, 1966 (Carrier's Exhibit "D"), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel; and by letter dated January 19, 1967 (Carrier's Exhibit "E"), the latter denied the claim to which, by letter dated February 16, 1967 (Carrier's Exhibit "F"), Petitioner's General Chairman gave notice that Carrier's denial of the claim was not acceptable.

(Exhibits not reproduced)

OPINION OF BOARD: As in our Awards Number 16863 and 16864, (Gene T. Ritter, Referee), this claim originated from the modernization of Carrier's Eugene, Oregon Retarder Yard. Basically, this claim is governed by the principles which compelled a denial in each of those awards. The record here will not support a finding that the employees of Union Switch and Signal Company did work other than that necessary to determine that the "newly purchased equipment fully met manufacturing specifications and was in proper functioning condition . . . prior to releasing the equipment to the Carrier." (Quoting Award 16863)

Beyond the foregoing, the Organization wholly failed to show, on the property, that work was done on an integral part of the retarder system by personnel not covered by the Scope Rule herein. The Employees having failed in meeting their burden of proof, we must dismiss the claim.

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.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of June 1969.