



Award Number 17357

Docket Number SG-18020

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Murray M. Rohman, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SEABOARD COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company that:

Signal Employees B. S. McGirt, W. B. Alexander, F. H. Clay, J. A. Scarborough, W. A. Newsome, J. E. Graham, S. R. Jenkins, and J. McDaniel be paid the Signal Inspector's monthly rate of \$683.25 and that they be paid the difference between their respective rates and that of Signal Inspector, retroactive Sixty (60) days from January 3, 1968. (Carrier's File: 15-2)

EMPLOYEES' STATEMENT OF FACTS: The present Seaboard Coast Line Railroad Company consists of the former Atlantic Coast Line and Seaboard Air Line Railroad properties, which were merged on July 1, 1967.

On the same date the present Agreement became effective covering all the signal employees on the merged property.

Prior to the date of the present agreement, July 1, 1967, the signal employees on the two properties worked under provisions of their individual agreements.

The former Atlantic Coast Line Agreement for example, contained a Signal Inspector Classification Rule, while the former Seaboard Air Line Agreement did not.

Rule 2 of the present Agreement which became effective July 1, 1967 over all signal employees on the Seaboard Coast Line Railroad reads as follows:

"RULE 2—SIGNAL INSPECTOR

An employee who is regularly assigned to and whose principal duties are the inspection and testing of signal appliances or apparatus as outlined in the scope rule of this agreement, shall be classified as a signal inspector."

After the effective date of the present Agreement the employees of the former Seaboard Air Line Railroad who had previously performed the inspection and testing of signal appliances or apparatus on the Seaboard Air Line Railroad continued to perform these same duties but were not classified as signal inspectors in accordance with Rule 2.

"With reference to the three men mentioned in the Savannah Shop—W. F. Douglas, C. B. Zettler and D. T. Ellis: These men are doing the same work now that they were doing prior to July 1, 1967, and their duties consist of using hand tools in repairing and reconditioning relays, CTC apparatus, adjusting and calibrating electrical apparatus as well as repairs to switch machines and mechanisms of various types and any repairs to signal apparatus that the Foreman sees fit to assign them to do. They too are responsible to the Foreman for the checking and inspection of their work merely to determine if their work is functional and meets required factory specifications.

/s/ L. J. MEARS"

OPINION OF BOARD: On July 1, 1967, a merger was affected between Atlantic Coast Line and Seaboard Air Line Railroads, resulting in the Seaboard Coast Line Railroad. Concurrent therewith, the Agreement between the parties became effective, including Rule 2, in issue herein, to wit:

"RULE 2—Signal Inspector

An employee who is regularly assigned to and whose principal duties are the inspection and testing of signal appliances or apparatus as outlined in the scope rule of this agreement, shall be classified as a signal inspector."

The instant claim is predicated upon the ground that those employees of the former Seaboard Air Line Railroad who had performed inspection and testing of signal appliances or apparatus continued to perform these same duties on the merged property, but were not reclassified as Signal Inspectors pursuant to Rule 2. Thus, the issue presented for our determination is whether or not the Claimants herein are principally engaged in inspection and testing of signal appliances or apparatus.

In due course, the Carrier rejected the contentions of the Organization on a number of grounds, one being the non-performance of duties generally included in the Signal Inspector classification. The Signal Shop Supervisor defined the duties of these Claimants as follows:

"... The actual work that these men perform is in the shop and consist of using hand tools in repairing and reconditioning relays, CTC apparatus, switch machines, mechanisms of various types and signal apparatus in general, as well as adjusting and calibrating electrical apparatus and such work that is considered to be of Signalman and Assistant's classification. These men are subject to be assigned by the Foreman to perform any work that is considered to come under the scope of general signal repairs. Any inspection that they claim they are doing is done merely to determine if their personal repair work is functional and to the satisfaction of the Foreman to whom they report as well as to meet required factory specifications. They do not do Signal Inspector's work on the line of road as required by the ICC rules and regulations covering signals in service for the safe operation of trains."

In addition, three prior awards are cited wherein the Organization asserted that the principal functions performed in these Signal Shops were mechanical work, consisting of repairing and rehabilitating various types of signal apparatus and units, primarily relays, sent in from line of road. See Award 8068, 10968 and 13388.

The Carrier further contends that since the merger, these Claimants are performing the same duties as previously. Hence, how could the Organization suddenly convert mechanics—primarily engaged in repair work—to signal inspectors who are primarily assigned to inspection and testing of signal appliances or apparatus?

In this connection, while we are in agreement with the Carrier that the Claimants herein are principally engaged in repair work, we would direct the Carrier's attention to Rule 1 of the effective Agreement. The Scope Rule provides that a Signal Inspector classification includes an assignment either in the signal shop or in the field, provided, of course, that the principal duties performed are inspection and testing, as defined in Rule 2, and not merely incidental.

It is, therefore, our considered opinion that the Organization has failed to substantiate its allegation that the Claimants are principally engaged in performing the duties of inspection and testing of signal appliances or apparatus, whether performed in the signal shop or in the field.

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 denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July 1969.