



Award No. 18514
Docket No. SG-18706

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert A. Franden, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOUTHERN PACIFIC TRANSPORTATION 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 (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions) and particularly Rule 35 and Memorandum of Agreement dated October 31, 1960, which resulted in violation of Rule 70 of schedule agreement.

(b) Messrs. L. A. Webster, W. J. Steffler, R. P. Retutal and R. W. Murtry be compensated at their own respective rates of pay for eight hours each day, in addition to compensation previously allowed for dates of September 16, 17, and 18, a total of 24 hours each at straight time rate.

(Carrier's File: SIG 152-246)

EMPLOYEES' STATEMENT OF ACTS: There is an agreement between the parties to this dispute bearing an effective date of April 1, 1947 (Reprinted April 1, 1958, including revisions), which is by reference made a part of the record in this dispute. Rules 35 and 36 of that agreement read:

"SENIORITY RESTRICTIONS. Seniority rights of employees shall be restricted to the territory over which one superintendent has jurisdiction, except as may be provided by agreement pursuant to Rule 36.

CHANGE IN SENIORITY DISTRICTS. In case of change in seniority districts the rights of employees affected will be adjusted in the revised districts by agreement between the Management and the General Chairman."

There is also in effect between the parties to this dispute a memorandum of agreement dated October 31, 1960, which provides in pertinent part:

"It is agreed that the employees of the Signal Department on the Tucson Division shall be allowed to maintain, test and repair the

formed by Tucson Division employees at the east end of Yuma Yard (East Yard) on those dates.

By letter dated December 26, 1968, Carrier's Division Superintendent denied the claim. By letter dated January 17, 1969 (Carrier's Exhibit D), Petitioner's Local Chairman gave notice that the claim would be appealed.

By letter dated January 21, 1969 (Carrier's Exhibit E), Petitioner's General Chairman appealed the claim in behalf of claimants for September 16, 17 and 18, 1968 (claim for September 13, 1968, was abandoned), to Carrier's Assistant Manager of Personnel and by letter dated April 16, 1969 (Carrier's Exhibit F), the latter denied the claim.

By letter dated April 23, 1969 (Carrier's Exhibit G), Petitioner's General Chairman advised that Carrier's denial of the claim was not acceptable.

(Exhibits not reproduced.)

OPINION OF BOARD: Rule 35 of the Agreement between the parties restricts seniority rights of employees to the territory over which one superintendent has jurisdiction. To cover certain situations the parties entered into a Memorandum Agreement dated October 31, 1960 which agreement permitted Tucson Division employees to perform work on the Los Angeles Division to the extent that they may "maintain, test and repair the signal equipment in service at end of double track. . . ."

On the dates in question the Carrier used a foreman and two signal maintainers from the Tucson Division Seniority District to "rearrange the track circuit identified as K-T-1, adding to it track circuit arrangement identified as 11-T-2-R." The work was performed on the Los Angeles Seniority District in an area covered by the October 31, 1960 Agreement.

The sole question this Board must determine is whether the above described work could properly be called maintaining, testing or repairing signal equipment so as to bring the use of Tucson Division employees within the exception of the Memorandum Agreement.

The Agreement refers to maintaining, testing and repairing signal equipment. In the case at Bar the defect was in the track circuit arrangement. This was an engineering defect requiring the rearrangement of an existing track circuit and the addition of another. We are of the opinion that the work which is the subject of this dispute does not fall within the exception of the Memorandum Agreement of October 31, 1960.

We will sustain the claims.

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 violated.

AWARD

Claim sustained.

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

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of April 1971.