

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23181
Docket Number SG-23061

George S. Roukis, 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 Transportation Company (Pacific Lines):

(a) The Southern Pacific Transportation Company (Pacific Lines) violated the agreement effective October 1, 1973, between the company and the employes of the Signal Department represented by the Brotherhood of Railroad Signalmen and particularly Rules 5(a), 19 and 72.

(b) Mr. T. W. Fogarty, Signal Maintainer, Springfield, Oregon, be allowed payment at his overtime rate for four (4) hours on August 25, 1978." (Carrier file: SIG 152-378)

OPINION OF BOARD: The basic facts in this case are undisputed. Claimant, who is a Signal Maintainer, contends that Carrier violated the current Signalman's Agreement, as amended, particularly Rules 5(a) and 19, when it used a Special Signal Technician on August 25, 1978 to pick up and transport a gate mechanism from the Springfield tool house to Klamath Falls, Oregon. The equipment was then driven by a Lead Signalman to Mt. Shasta, California, a distance of approximately 90 miles, where it was used to repair the failed crossing gate mechanism at Ream Avenue. Claimant argues that since Carrier used other than signal forces to load and unload signal material that was being distributed between signal maintainers stations, the work belonged to signal maintainers. Moreover, he asserts that the last paragraph of Rule 5(a) precludes the use of Special Signal Technicians to relieve or deprive signal maintainers of calls in connection with the duties they now perform. He adduced numerous Third Division decisions, including Awards 5046 and 17248 to support his position.

Carrier, contends that no Agreement rule or other authority has been cited which prohibits the assignment of work in the manner contested and unless such restriction has been identified, the assignment of work is an inherent managerial right. It argues that

the work performed was never considered as maintenance duties, thus making it unlikely that a signal maintainer would be called to perform this work. It cited numerous adjudicative authorities, including Third Division Awards 13347 and 20799.

In our review of this case, we find Carrier's arguments the most persuasive. Careful analysis of the decisional law referenced in the submissions, reveals that Third Division Awards 13347 and 20799 are more firmly on point with the fact specifics herein. Admittedly, Third Division Award 5046 conceptually parallels, at least the disputed work performed by the special Signal Technician, but it is further developed by Third Division Award 13347. In the latter Award, we held in pertinent part that:

"No Awards have been found that support the proposition that the movement of material from a warehouse or material yard to a signal construction, is the exclusive work of signalmen though such work might be the signalmen's in a given case. The Awards do not support the rule, that the purpose for which the trucking will be done, as determinative of whether or not the work belongs to the signalmen, though such may be probative."

This Award clarifies and redefines Award 5046 as for the issue before us.

In Third Division Award 20799, involving the parties at bar, we held on a similar set of facts that the work of loading, hauling and unloading of an electric switch lock from the shop to an emergency repair shop was not maintenance work. We do not find that the work performed by the Special Signal Technician belonged to the Signal Maintainers. It did not accrue to them either by virtue of specific Agreement language or demonstrable past practice. In fact, common carriers are also used to transport materials. Upon the record and for the foregoing reasons we are constrained to deny 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 Employes involved in this dispute are respectively Carrier and Employes 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:

A. W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 18th day of February 1961.