

SPECIAL ADJUSTMENT BOARD NO. 18
(Engine Service Panel)

PARTIES TO DISPUTE: United Transportation Union (Enginemen)
Southern Pacific Transportation Company (Western Lines)

STATEMENT OF CLAIM: Claim of Engineer E. L. Sandford for one (1) hour at the freight rate of pay applicable to performing unclassified (electrician's) service in addition to compensation previously allowed for road freight trip commenced at Los Angeles, June 1, 1977.

STATEMENT OF FACTS: On June 1, 1977, Engineer E. L. Sandford, was assigned to pool freight service between Los Angeles and Indio. His home terminal was Los Angeles. He was brought on duty at Los Angeles at 11:35 a.m. He departed on train Extra 6767 East at 2:00 p.m. and arrived at West Colton at 6:15 p.m. Subsequent to his arrival at West Colton, an intermediate station en route where he was turned, Engineer Sandford, at approximately 8:45 p.m., was instructed by West Colton Planner to exchange the main radio pack from engine SP 6767 to engine SP 6559 because of a malfunction in the radio. The exchange of the bad order equipment was completed at 9:00 p.m. He subsequently departed West Colton at 9:30 p.m.

FINDINGS: The Board finds, after hearing upon the whole record and all evidence, that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement and it has jurisdiction of the parties and the subject matter, and that the parties were given due notice of the hearing held.

DECISION: The Organization relies on Section 2(a) of Article 33 of the Engineers' Agreement. It states:

"Section 2(a) Engineers will not be required to set up wedges, fill grease cups, clean headlights, fill lubricators, flange oilers, headlights, markers, or any other lamp on locomotives, place supplies on nor remove supplies from locomotives at points where competent roundhouse force is employed. Supplies include tools, signal equipment for use of locomotive, drinking water and ice for use of crew.

"If required by proper authority to perform any of the services covered by this section at any point, they shall be allowed actual time with a minimum of one (1) hour in addition to all other compensation for the day or tour of duty, each time so used.

The Organization argues that the radio pack in question is a "tool" and/or "signal equipment." Further, they believe Decision 1005 of Special Board of Adjustment 180--which is relied on by the Carrier--is distinguished because it involves only the radio handset and not the entire radio pack which weighs 40-50 pounds.

It is the decision of the Board that the radio pack in question is not a "tool" or "signal equipment" within the meaning of the Rule. While the Organization's argument, in a general sense, has a certain amount of appeal, a strict reading of the Rule yields a conclusion that when the Rule was written the parties were not referring to radio packs or other similar devices as tools or signal equipment.

The Organization's argument that a radio is a tool is too broad to be given much weight. It could be argued that an engineer who uses writing utensils, eye glasses or the timetable in the performance of his duties is, in a general sense, using "tools" of his trade. However, reason suggests that these aren't the types of "tools" the parties contemplated when writing the Rule.

Insofar as the radio pack being considered signal equipment, it is concluded it is not materially distinguished in function from a handset. In fact, they are both integral parts of the same device. Therefore, we must defer to Decision 1005 of Special Board of Adjustment 180 wherein it was stated:

"The radio hand set in question is a communication device for use by the crew as a matter of convenience. This communication device does not fall within the category of 'signal equipment' as contemplated by the parties when Section 2(a), Article 33 of the agreement covering engineers was negotiated. At that time, the rule contemplated (and it still does) signal equipment to be flags, fuses and torpedoes."

The claim is denied.



Gilbert H. Vernon
Chairman and Neutral Member


J. R. Leininger, Employee Member


W. E. Loomis, Carrier Member

Dated this 25th day of January, 1984.
San Francisco, California