

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Adolph E. Wenke, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
OF AMERICA**

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Request that signalmen be used as drivers for Telegraph and Signal trucks.

EMPLOYES' STATEMENT OF FACTS: At the present time, employes (chauffeurs) from other crafts are being used to operate trucks used exclusively for transporting telegraph and signal department tools, equipment, material, and employes in the performance of telegraph and signal work on the Philadelphia Terminal Division. Drivers of these trucks are used to handle telegraph and signal material on the job for telegraph and signal gangmen and maintainers. These truck drivers accept instructions and orders from the T. & S. Foremen.

Signalmen are occasionally used to substitute for the regularly assigned truck drivers in their absence.

The class of service performed by these trucks is generally recognized as scope work covered by the current agreement. There are no exceptions to the scope providing that this kind of work may be performed by workers not covered by the agreement.

There is an agreement between the parties involved in this dispute bearing effective date of June 1, 1943. We understand there is a copy of this agreement on file with this Board and request is made that it be made a part of the record in this dispute.

Protest against the performance of this work by workers not covered by the Telegraph and Signalmen's agreement was progressed on the property in the usual manner without securing a satisfactory settlement. All evidence and argument used in this presentation was used before the Carrier in progressing this dispute on the property.

POSITION OF EMPLOYES: It is the position of the Brotherhood that the Carrier violates the current T. & S. agreement when it uses a worker not covered by the agreement to operate a truck which is used exclusively in connection with work in the T. & S. Department of this railroad.

For ready reference we are quoting the scope rule:

"These Rules, subject to the exceptions hereinafter set forth, shall constitute separate Agreements between the Pennsylvania Railroad Company, The Long Island Railroad Company and Baltimore and

The Railway Labor Act, in Section 3, First, subsection (i) confers upon the National Railroad Adjustment Board the power to hear and determine dispute growing out of "grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions." The National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the agreement between the parties to it. To grant the claim of the Employees in this case would require the Board to disregard the agreement between the parties hereto and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The Carrier has shown that the positions of chauffeurs involved herein do not accrue to Telegraph and Signal Department employees.

Therefore, the Carrier respectfully submits that your Honorable Board should dismiss the claim of the Employees in this matter.

OPINION OF BOARD: The claim presents a request that signalmen be used as drivers for trucks assigned to the T. & S. Forces.

The Carrier maintains a Trucking Pool at Philadelphia which consists of 55 trucks. Forty-two chauffeurs covered by the Clerks' Agreement are assigned thereto. These trucks are used by the Carrier to do its business in and around Philadelphia.

Two of these trucks, with chauffeurs, are regularly assigned to perform service having to do with the T&S Department. One of these trucks is specially equipped for such service having a power winch, tripods for raising poles and tool compartments. The other truck has no special equipment except removable seats which are used when hauling personnel.

Both of these trucks are regularly used to haul men, material, equipment and supplies to, from and on the job of T&S work. Except when the character of the work requires it, these trucks do not ordinarily remain with the T&S Department employees during the day's work and, if necessity requires, the Foreman-Truck may assign them to perform any kind of trucking for the Carrier. However, when T&S Department work is to be performed, such as pulling cable or raising poles, the truck especially equipped for such work and its chauffeur remains with the gang, the chauffeur operating the power winch and tripods as necessary.

As to the driver of the truck which has no special equipment, except that of removable seats, we find his duties to be that of a chauffeur and under the situation here is not within the Scope of the Signalmen's Agreement. As to the driver of the other truck, which carries the special equipment, we find his principal duties to be that of a chauffeur and under the situation here is not within the Scope of the Signalmen's Agreement.

It may be that the driver of the truck, which has special equipment, is performing work within the Scope of the Signalmen's Agreement when operating this equipment in doing T&S Department work but that does not entitle the Brotherhood to have its employees assigned to the position, the principal duties of which are not within the scope of its agreement. There are proper methods available by which that matter can be disposed of.

We find the Brotherhood's request seeks to have its employees assigned to positions the duties of which are not within the scope of its agreement and should therefore be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Carrier has not violated the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 28th day of October, 1947.