

**Award No. 9972**  
**Docket No. SG-9178**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**John Day Larkin, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA**

**NORFOLK AND WESTERN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Norfolk and Western Railway Company that:

(a) The Norfolk and Western Railway Company violated the Signalmen's Agreement (Scope Rule) when it farmed out work generally recognized as signal work to the Renick Motor Company

(b) Signalman P. D. Moore be paid two hours at his overtime rate of pay for the work performed by employees of the Renick Motor Company who are not covered by the Signalmen's Agreement.

**BROTHERHOOD'S STATEMENT OF FACTS:** The claimant P. D. Moore, is a Signalman in this Carrier's Signal Department at Huff Mill Signal Repair Shop located at Roanoke, Virginia.

After being notified in 1954 that during the early part of 1955, jeep type trucks would replace most of the track type motor cars being used by Signal Maintainers on this Carrier's Shenandoah Division, General Chairman J. T. Sink, in conference on December 17, 1954, advised Assistant Superintendent O. H. Woolwine, of this Carrier's Shenandoah Division, that Signalmen would expect to service and repair the jeep trucks the same as they had the track type motor cars for the past thirty-five or more years.

Under date of August 15, 1955, General Chairman Sink wrote Assistant General Manager F. K. Day Jr., in this regard, as follows:

"Service and repairs on highway vehicles which has been substituted in place of motor cars in Signal Service.

Referring to the above subject; recently there were placed in service on the Shenandoah Division a number of jeep trucks for Maintainers to use in place of their motor cars.

On December 17th, 1954 in conference with Mr. O .H. Woolwine, Mr. H. O. Hewitt, Mr. W. H. Prince, Mr. Oliver, Mr. J. G. Karlot, and Mr. T. H. Gregg, I advised Mr. Woolwine that we expected to service and repair the jeeps the same as we have the motor cars.

Second Division Award 2250 involved claim of a machinist and machinist helper account of local service station repairing brakes on Carrier's Car Department automobile truck. The Board denied the claim, holding in part:

"The result is controlled by Award 1808. The rule involved in that dispute was similar in its material aspects to the one here relied upon.

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" \* \* \* The record does not show that such work was performed exclusively by machinists. The practice appears to be that part of this work has been performed by machinists and part farmed out for more than thirty (30) years. Under such circumstances the machinists have no exclusive right to the work and consequently no basis for an affirmative award."

The issue and the rules involved in each Award 1110, 1808 and 2250, referred to above, were similar in material aspects to those in this instant case, and the awards support the Carrier's position.

The Carrier requests denial of the claim.

All data submitted in support of the Carrier's position have been heretofore presented to the Employees and is properly a part of this record.

(Exhibits not reproduced)

**OPINION OF BOARD:** The Carrier maintains, at Roanoke, Virginia, a shop known as Huff Mill, manned by Signal Department employees, where various operations are performed. Prior to 1951, the Signalmen on this property used track motor cars to transport themselves and their material to and from various job sites. The Signalmen were responsible for the service and repairs of these track motor cars.

As early as October 1951, the Carrier assigned a single highway motor vehicle to a Signal Maintainer. The operation and maintenance of such highway vehicles have generally been under the jurisdiction of Carrier's Operating Department. The maintenance work on them has been done either in private automobile repair shops, or in the Carrier's automobile and truck repair department in its Roanoke Shops, according to the Carrier's contention. However, there is some evidence in the record which indicates that this initial truck assigned to a Signal Maintainer was sometimes serviced in the Huff Mill Shop.

Late in 1954 the Carrier decided to replace track motor cars used by the Signal Maintainers on the Shenandoah Division with Jeep highway vehicles. When the Brotherhood learned of this expected change, the General Chairman advised the Carrier's Assistant Superintendent in a conference on December 17, 1954, that the signalmen would expect to service and repair the highway motor vehicles, since they had done such work on the track motor vehicles for some thirty-five years.

The Jeep trucks were introduced for the use of signal maintainers at three locations on Carrier's property in Virginia and North Carolina on April 19, 1955. And on August 15th, the General Chairman wrote to the Assistant General Manager to inquire as to the Carrier's policy regarding the servicing and repairing of the Jeep trucks which had replaced the track motor cars. On December 2, 1955, the General Manager replied to this inquiry by stating that:

"It is our position that service and repair of highway vehicles used by employes covered by the Signalmen's Agreement is not reserved to such employes by that Agreement."

The claim now before us was filed after September 29, 1955, when Jeep truck No. 171, which was assigned to a Signal Maintainer at North Roanoke, was taken to Renick Motor Company, a privately operated automobile repair shop in Roanoke, for a motor check, greasing, brake adjustment and oil change. The claim was denied by the Superintendent on November 29, 1955, on the ground that the Scope Rule of the Signalmen's Agreement of August 1, 1939, did not cover this class of work.

The pertinent part of this rule is as follows:

"These rates of pay, rules and working conditions, shall apply to employes classified in Article 1 performing work generally recognized as signal work." (Emphasis ours.)

Article 1 lists Signalmen, Signal Maintainers, lead men, Assistants and Helpers and then adds the following paragraph:

"The number of assistant signalmen and assistant signal maintainers on a seniority district will be consistent with the requirements of the service and signal apparatus to be installed and maintained. The men assigned to these positions shall be promoted from helpers, when available and qualified, ability being sufficient, seniority will govern." (Emphasis ours.)

The question is whether the kind of work here involved is "work generally recognized as signal work." It is acknowledged that the skills of signal men are many and varied. Award 1501. But many of these skills are also employed by the members of numerous other organizations. Not all of the types of work which signalmen and signal maintainers can and do perform are reserved exclusively to the members of this Organization. The servicing of highway motor vehicles is one of the most commonly used skills in a country where virtually every family has one or two automobiles. By long custom and practice this work has most frequently been performed at local service stations. These stations service not only the automobiles of private individuals, but also in many instances, the cars and trucks of large companies.

We appreciate the fact that signalmen may have performed a wider range of duties at the Carrier's Huff Mill Shops than is common elsewhere in the industry. But the type of work here involved cannot be said to be exclusively covered by the Scope Rule of the Signalmen's Agreement. Such being the case, we are left with no basis for sustaining this claim.

**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 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.

## AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1961.

Dissent to Award 9972, Docket SG-9178

The majority, that is, the Referee and the Carrier Members, after a not too clear, or accurate, statement of the facts reaches the conclusion that the type of work involved cannot be said to be exclusively covered by the Scope Rule of the Signalmen's Agreement; therefore, there is no basis for sustaining the claim, all despite the fact that the record contained unrefuted evidence that the employes of the Huff Mill Shop have in the past repaired and serviced the highway motor vehicles assigned to signal gangs and the track motor cars assigned to the maintainers.

The majority was fully aware that the Huff Mill Shop is manned by employes classified and paid under the Signalmen's Agreement and that multiplicity of operations, including the type of work involved in this case, are performed in said shop. The attempted distinction between work on highway motor vehicles assigned to gangs and those assigned to maintainers is nothing more than a play on words.

This is certainly a case that should have been sustained on the basis of the principle stated in our Award 4248 that:

"Whatever the proper allocation of this work might have been in the first instance if we had been called upon to determine that question, the Carrier placed it under the Maintenance of Way Agreement. For many years the work was performed by Maintenance of Way employes. The foremen who supervised the work held positions bulletined under the Maintenance of Way Agreement. Employes doing this work were building up seniority under the Maintenance of Way Agreement. Without question, the work belonged to employes under the latter agreement. As such, it could not be taken from them except by negotiation. This was not done and an affirmative award is in order."

Award 9972 does not interpret and apply the Agreement in the light of the facts as contemplated by the Railway Labor Act; therefore, I dissent.

(s) G. Orndorff  
G. Orndorff  
Labor Member