Award No. 12095
Docket No. SG-11590

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Benjamin H. Wolf, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LEHIGH VALLEY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Lehigh Valley Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, especially the Scope, when, on April 19 and 21, 1958, it allowed and/or permitted an Assistant Signal Supervisor, who is not covered by the Signalmen's Agreement, to drive a signal gang truck and haul signal equipment from Catasauqua to Sayre, Pa.

(b) The Carrier should now compensate Mr. Andrew H. Beatty for two days' pay at the Signal Helper's rate ($34.24) for the above violation. [Carrier's File: 809.1-S]

EMPLOYES' STATEMENT OF FACTS: During the first part of April, 1958, a signal gang, consisting of 1 Foreman, 1 Leading Signalman, 4 Signalmen, 1 Assistant Signalman, and 4 Signal Helpers, was engaged in signal work in the vicinity of Catasauqua, Pa. When that gang had been established, a truck had been assigned thereto and it was subsequently driven by an employe of that gang. Signal forces on this Carrier have been using trucks for ten or more years, and signal employes covered by the Signalmen's Agreement have been used to drive those trucks.

Under date of April 10, 1958, the Carrier issued a notice abolishing certain signal positions, including the ones on the signal gang, effective at the close of business on Friday, April 18, 1958. A copy of that notice is attached hereto and identified as Brotherhood's Exhibit No. 1.

On April 19 and 21, 1958, the Carrier required Mr. J. J. Bonchonsky, Assistant Supervisor of Signals, to drive the truck that had been assigned to the signal gang, and haul used signal apparatus from Catasauqua, Pa., to the signal shop at Sayre, Pa., for scrap or re-use, depending upon inspection and determination made at the shop. On June 14, 1958, Mr. Thomas F. DeRose, Local Chairman, presented a claim to Mr. W. J. Varner, Signal Construction Engineer, as follows:

shows in connection with its actual use in signal construction or maintenance work. Under the previous awards of this Division, the work in question was not the exclusive work of signalmen. Until it becomes an integral part of a signal construction or maintenance job, the signalmen have no exclusive right to its handling. Consequently, work in connection with the moving of materials to be used by signalmen at some future time is not exclusively signalmen's work. But work in connection with the movement of such materials from a warehouse or material yard to a signal construction or maintenance job for immediate use on such job, is the exclusive work of signalmen. Awards 3826, 3689, 4797, 4978."

In conclusion, the Carrier respectfully submits that this claim is entirely without support under the rules of the agreement relied upon and should either be denied in its entirety or dismissed for the reasons set forth herein.

The facts presented in this submission were made a matter of discussion with the Committee in conference on the property.

OPINION OF BOARD: The facts in this dispute are not in issue. An Assistant Supervisor of Signals was used to drive a Signal Department truck which was loaded with equipment that had been removed in the dismantling of signal equipment. It was being returned to the warehouse for sorting as salvage or scrap.

The Organization charges that the Carrier violated the Scope Rule when it used an employe not covered by the Agreement to operate a Signal Department truck to haul signal equipment.

The Scope Rule in this case is specific in nature in that it lists the work covered. The transporting of signal equipment by truck is not among the functions listed.

The Rule does contain a catch-all clause—"and all other work generally recognized as signal work." No evidence has been submitted by Petitioner that the trucking of dismantled signal equipment for the purpose of sorting for salvage or scrap is generally recognized as signal work. Petitioner admitted: "We do not contend that truck driving alone is signal work. . . ." It contends that it becomes signal work when it is done in connection with signal work. The question, even assuming that the position of the Petitioner is correct, is whether sorting dismantled signal equipment for salvage or scrap is signal work, for that was the purpose for which it was hauled.

In **Award 5046** this Board set as the criterion that if the material was being moved for immediate use on a job by Signalmen, it was signal work, but work in connection with the moving of materials to be used by Signalmen at some future time was not. See also **Award 10008.** In this case it was clearly the latter.

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 Carrier did not violate the Agreement.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of January 1964.