

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20709
Docket Number SG-20591

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Chicago, Rock Island and Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

On behalf of Signal Maintainer T.L. Richard for eight (8) hour pay at his overtime rate account General Roadmaster transporting two (2) insulated joints from McFarland to Maple Hill, Kansas on August 25, 1972.

[Carrier's File: L-130-507]

OPINION OF BOARD: On August 25, 1972, a General Roadmaster transported two (2) insulated joints, which were installed by track forces. Claimant asserts that signal maintainer are responsible for ordering Insulated joints and arranging for replacement and maintenance at proper time, and that the Roadmaster's action constituted a violation of the Scope Rule.

We have fully reviewed the record concerning the Organization's contention that Carrier did not comply with Rule 69 concerning final denial of the claim on the property, but we are not able to agree that the Carrier was in violation of the Rule.

Claimant has emphasized a November 20, 1961 letter of understanding and has made repeated reference to Third Division Award 5046. The letter states:

"Following our discussion of this case, it was understood that you were withdrawing the instant claim from further prosecution, with the understanding that the Carrier would issue instructions to the effect that Supervisory Personnel would not be used to transport cross arms or other heavy material, such understanding being in accordance with the principle contained in the 'Opinion of the Board' of Award 5046 of the Third Division of the National Railroad Adjustment Board."

Award 5046 states, in pertinent part:

"The material being moved was being distributed between Signal Maintainers' stations. It was not being hauled insofar as the record shows in connection with its actual use in signal construction or maintenance work. Under the previous award 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 material 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."

As we read Award 5046, it refers to transportation of material in signal construction or maintenance work. To be sure, Signal Maintainers have certain responsibilities concerning insulated joints. But, track forces perform the installation. Thus, we cannot conclude that the material was being hauled in connection with, or as an integral part of, immediate use on construction or maintenance work by signal forces. Inasmuch as the 1961 agreement makes specific reference to the principle of the cited Award, we find no violation.

It is suggested that the Organization enjoys exclusive rights concerning ordering, delivering, hauling, etc., of insulated joints on this property. The Scope Rule is not specific in that regard, and Carrier denies the allegation. We are not able to find that the Organization has demonstrated, by the quantum of proof which would be required, exclusive right to transporting the material in question. We will dismiss the Claim.

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 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

The claim is dismissed.

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Claim ~~dismissed~~.

NATIONAL RAILROAD ~~ADJUSTMENT~~ BOARD
By Order of Third ~~Division~~

ATTEST: *A. W. Paulson*
Executive Secretary

Dated at **Chicago, Illinois, this** 30th day of April 1975.