

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the Pennsylvania System Committee of the Brotherhood of Railroad Signalmen of America on the Pennsylvania Railroad that S. J. Sterrett, Signalman, furloughed, and W. F. Blansfield, Signalman, furloughed, be paid eight (8) hours each at Signalman's rate of pay for the date of February 17, 1947.

EMPLOYEES' STATEMENT OF FACTS: On February 17, 1947, T. & S. Inspector A. J. Beauchamp requested the use of the Electric Traction truck for the purpose of transporting telegraph and signal material from Baldwin Tower to Marcus Hook and Bellevue. The Electric Traction Employees assisted Inspector Beauchamp in loading and unloading this material, which in some instances was of such bulk that it could not be handled by two men.

S. J. Sterrett and W. F. Blansfield, Signalmen on furlough, were not recalled to service to perform this work.

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 the Board, and request is made that it be made a part of the record in this dispute.

This claim has been handled in the usual manner on the property without reaching a satisfactory settlement.

POSITION OF EMPLOYEES: The use of an Electric Traction truck was requested by T. & S. Inspector A. J. Beauchamp, which clearly indicates that it was to be used for the handling of signal equipment and for the use of the Signal Department. The fact that an Electrician and his Helper, employees of the Electric Traction Department, accompanied the truck would certainly indicate that they were to be used to handle this signal equipment. The material was not under the jurisdiction of the Stores Department, as the truck had been requested by the T. & S. Inspector; the material was handled and transported under his instructions, which put the work under the supervision of the T. & S. Department.

Under agreement provisions, a T. & S. Inspector has no supervision over employees of the Electric Traction Department. Article 1, Section 1, of the agreement provides that one of the duties of an Inspector is supervising the work of Signalmen, and in support of our contention we quote Section 1 of Article 1:

"INSPECTOR: An employe whose primary duties consist of inspecting the facilities, equipment, or apparatus installed, maintained,

Carrier submits, however, that the Inspector T. & S. was charged with the distribution of the material involved in this case and the Electric Traction Department employes accompanying the truck that was used to transport the material were obliged to follow any necessary instructions issued by him with regard to the operation of the truck to the proper locations the same as any chauffeur or truck driver would be obliged to do.

III. Under the Railway Labor Act, the National Railroad Adjustment Board, Third Division, is Required to Give Effect to the Said Agreement and to Decide the Present Dispute in Accordance Therewith.

It is respectfully submitted that the National Railroad Adjustment Board, Third Division, is required by the Railway Labor Act to give effect to the said Agreement, which constitutes the applicable Agreements between the parties, and to decide the present dispute in accordance therewith.

The Railway Labor Act, in Section 3, First, subsection (i) confers upon the National Railroad Adjustment Board the power to hear and determine disputes 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.

The Carrier has shown that under the applicable Agreement the employes of the Electric Traction Department performed no service on February 17, 1947 that accrued exclusively to employes of the T. & S. Department, and that the applicable Agreement was not violated.

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

OPINION OF BOARD: On February 17, 1947, T. & S. Inspector A. J. Beauchamp used an Electric Traction truck to transport telegraph and signal material from Baldwin Tower to Lampkin Street, Marcus Hook and Bellevue. The motor truck was operated by an electrician from the Electric Traction Department. The electrician was accompanied by his helper. Neither the electrician or his helper was directed to assist in the handling of the material. The evidence shows, however, that they voluntarily helped Beauchamp to load the material at Baldwin Towers but that they performed no work in the unloading of it. The claim is made by two furloughed signalmen who contend the work performed by the electrician and the electrician's helper was signalmen's work which they should have been called to perform.

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 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.

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: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 22nd day of September, 1950.