

**Award No. 12403**

**Docket No. SG-12093**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Benjamin H. Wolf, Referee**

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**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, particularly Article 1 and Section 7 of Article 8, when it required signal maintenance employees to perform signal construction work of installing electric switch lamps on various yard switches on the Easton, Bethlehem and Allentown territories on various dates from April 9 to May 1, 1959, inclusive.

(b) The Carrier should now be required to compensate Philip Roccaro for nine (9) days at the Leading Signaller rate of pay and for fourteen (14) days at the Signaller rate of pay, Andrew Beatty for nine (9) days at the Signaller rate of pay, and Roy Azzalina for twenty-three (23) days at the Signal Helper rate of pay.

**EMPLOYEES' STATEMENT OF FACTS:** This dispute involves a separation of signal work as indicated by the classification rules of the current Signalmen's Agreement. As shown by the Statement of Claim, the claimants are Messrs. Philip Roccaro, Andrew Beatty, and Roy Azzalina. On the dates involved, Messrs. Roccaro and Azzalina were on furlough due to force reductions, and Mr. Beatty, who had worked as a Signaller, was working as a Signal Maintainer's Helper at South Plainfield, New Jersey, also because of force reductions.

On various dates from April 9 to May 1, 1959, inclusive, the Carrier required signal maintenance employees to suspend work on their maintenance assignments and perform signal construction work of installing electric switch lamps and battery boxes at yard switches at various points where no electric switch lamps or battery boxes previously existed. On June 5, 1959, Mr. C. T. Heitzman, Local Chairman, presented the following claim to Mr. W. J. Varner, Signal Construction Engineer:

As pointed out, a reading of Article I—the classification article of the various jobs covered—does not in any way touch on the question of the prohibition of any of the particular classified jobs performing construction work or maintenance work. In other words, it is the contention of this Carrier that if it is signal work, any of the classified jobs may perform the work provided the prevailing wage is paid to the one performing the work. To be more specific, if one of a lower class performs work of a higher class he is entitled to the higher rate of pay and vice versa—that is, one with the higher rate doing the lower rated work receives the higher rate of pay. (Article II, Section 20, Schedule Agreement.)

In conclusion, Carrier urges that under the current agreement it was within its rights in having the work performed as alleged. The Employees have not on the property assumed the burden of proof which is rightfully theirs, and it is contended that they cannot assume the burden before this Division.

**OPINION OF BOARD:** Neither the agreement nor other evidence of record distinguish between work which may be assigned to maintainers and construction forces. Being thus without a guide, the Board finds that the claim must be denied.

**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

That the Carrier did not violate the Agreement.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 14th day of April 1964.