

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE PENNSYLVANIA RAILROAD COMPANY

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

(a) The Carrier violated the Signalmen's Agreement when it arranged scope work to persons who hold no seniority rights and who are not covered by our Agreement.

(b) The two wooden signals were constructed by members of another department. These signals have been constructed by members of our department since the station was opened. These signals are used temporarily when a metal one has been knocked down by a train.

(c) Three (3) days' pay at the punitive rate for the following claimant, John Venner.

[Docket No. 95 — New York Region Case No. 24/58]

EMPLOYEES' STATEMENT OF FACTS: Mr. John Venner, the claimant in this dispute, is regularly assigned as Helper, T&S, FG-1, Pennsylvania Station, New York, with regular assigned hours of 7:30 A. M. to 4:00 P. M., and rest days of Saturday and Sunday.

The subject matter of this dispute is the work of fabricating a wooden signal to be used temporarily in place of the metal signals in service at the east end of the North and South Tunnels. The metal signals in service at this point are fabricated by this Carrier's signal employees and are also repaired by signal employees whenever they are damaged. This type of signal is not a standard signal item and cannot be purchased as a stock item from any of the signal appliance manufacturing companies. There are only two signals of this type in the New York area, and they were specially constructed by signal employees for use at the east end of the North and South Tunnels on account of close clearance at these points.

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 such action.

CONCLUSION

The Carrier has shown that the work involved in this dispute was not work reserved exclusively for C&S Department employes by virtue of the Scope Rule of the Signalmen's Agreement or otherwise; and that the performance of such work by the MofW employes was not in violation of said Agreement. Therefore, no proper basis for the claim exists, and your Honorable Board is respectfully requested to deny the claim in its entirety.

(Exhibits not reproduced.)

OPINION OF BOARD: On August 17, 18 and 19, 1958, a carpenter from the Maintenance of Way Department constructed two rectangular boxes to be used as temporary signals. These boxes consisted of a hinged back, width 6 inches, depth eight inches, length fifty-two inches, and a front panel which has six holes, four inches in diameter for reflector lights.

It was the contention of the Claimant that this type of temporary signal had been constructed by members of the signal department since the station was opened and the work properly belonged to signal employees.

The Carrier contends that the Scope Rule of the agreement does not give to the Claimant the exclusive right to construct equipment of the nature here involved. The Scope Rule does not use the terms construction or fabrication of equipment necessary to make this work exclusively signal work. However, they recognize that the wiring, installation and maintenance of these wooden signals to be the exclusive work of employes of the Telegraph and Signal Department, but claims the right to assign the construction of the box to the department best equipped to construct it. The above contentions being based on the Scope Rule as follows:

"SCOPE

These Rules, subject to the exceptions hereinafter set forth, shall constitute separate Agreements between the Pennsylvania Railroad Company, and Baltimore and Eastern Railroad Company and their respective Telegraph and Signal Department employes, of the classifications herein set forth (and hereafter these Agreements) — **engaged in the installation and maintenance of all signals, interlockings, telegraph and telephone lines and equipment including telegraph and telephone office equipment, wayside or office equipment of communicating systems (not including such equipment on rolling stock or marine equipment), highway crossing protection (excluding highway crossing gates not operated in conjunction with track or signal circuits), including the repair and adjustment of telegraph, telephone and signal relays and the wiring of telegraph, telephone and signal instrument cases, and the maintenance of car retarder systems, and all other work in connection with installation and maintenance thereof that has been generally recognized as telegraph, telephone, or signal work—represented by the Brotherhood of Railroad Signalment of America and shall**

govern the hours of service, working conditions and rates of pay of the respective positions and employes of the Pennsylvania Railroad Company, and Baltimore and Eastern Railroad Company, specified in Article 1 hereof, namely, inspectors, assistant inspectors, foremen, assistant foremen, leading maintainers, leading signalmen, signal maintainers, telegraph and signal maintainers, telegraph and telephone maintainers, signalmen, assistant signalmen, and helpers.

(Effective June 1, 1950) The employes in the Telegraph and Signal Department shall continue to install, maintain and repair, and do testing incident thereto, of all devices and apparatus, including air compressors, motor generator sets, and other power supply (when such compressors, sets or power supply are used wholly or primarily for signal or telegraph and telephone devices, apparatus or lines, and are individually housed in signal or telegraph and telephone facilities), which are part of the signal or telegraph and telephone systems, to the extent that such work is now being performed by employes of the Telegraph and Signal Department. This paragraph shall not, however, prejudice any rights which such employes may have under the Scope Rule, exclusive of this modification, to claim work performed by other crafts in violation of the Scope Rule." (Emphasis ours.)

Thus, the terms construction or fabrication are not mentioned in the Scope Rule.

The question presented in this dispute is:

Does the Scope Rule cover the construction of wooden boxes as described herein?

The Scope Rule is of the type that lists work within the Signalmen's Craft, to the exclusion of all other crafts. This work includes installation, and maintenance, of all signals, and fails to include construction or fabrication.

An examination of many awards in support of the Claimant's position, when examined, reveal that this Organization had included the term construction, which is absent from the Scope Rule in this dispute. Arbitration Award 110, which subsequently became an amendment to the Scope Rule, repeats the terms install, maintain and repair, but fails to add construction or fabrication. Thus, we are of the opinion that the absence of the terms construction and fabrication from this Scope Rule was done by the parties with a full understanding of its import.

The record reveals that all the signal equipment necessary, to be used in the box, was installed by the Claimant.

Thus, this Board is of the Opinion that the Scope Rule was not violated.

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 Agreement was not violated.

AWARD

Claim denied according to Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of May 1964.