

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company:

(a) That the Carrier violated the current Signalmen's Agreement when on March 1, 1961, it assigned Section Forces to move signal material at the new yard at Decoursey, Kentucky.

(b) That the Carrier be required to compensate Signalman G. R. Campbell and Helper W. P. Minor for eight hours each at their respective pro rata rates of pay.

[Carrier's File No.: G-304-2 G-304]

EMPLOYES' STATEMENT OF FACTS: On March 1, 1961, the Carrier assigned track forces under the direction of a track Foreman to move signal material from a metal building to a box car at Decoursey Yard. The signal material in question had been assigned to signal forces prior to March 1, and the metal house was used exclusively by signal forces to store material for use in the construction of Decoursey Yard, an installation now under construction.

A part or all of the signal material in question was assigned to the signal forces for a construction project near Chattanooga, Tennessee. It was left over from the signal construction project, and was transported to Decoursey, where track forces unloaded it into the metal shed, a violation of the Signalmen's Agreement. This violation has been progressed on the property, and is now before this Board and may be identified as our Case No. NRAB-1196-L.&N. Therefore, it is evident that the material had been in possession of the signal forces for some time prior to the instant violation.

In view of the Carrier violating the Signalmen's Agreement by assigning employes not covered thereunder, Local Chairman Clifton Webster filed a claim, in a letter dated March 27, 1961, with Supervisor Frank Hacker on behalf of the Claimants named herein. The initial claim is attached hereto as Brotherhood's Exhibit No. 1.

In these circumstances, we fail to see where there is any basis for the claim of Messrs. Campbell and Minor, and same is respectfully declined.

Yours truly,

/s/ W. S. Scholl
Director of Personnel"

The agreement involved became effective February 16, 1949, and has been revised to October 1, 1950. Copies of the agreement are on file with the Third Division.

OPINION OF BOARD: The alleged violation of the agreement occurred during the construction of a new freight yard at DeCoursey, Kentucky. Signal materials were temporarily stored in a partially completed metal building.

Given the task of completing the pouring of the concrete floor of the building, Maintenance of Way employes found it necessary to clear the floor. In doing so they removed the signal equipment to a nearby set off box car, from which it was subsequently removed by signal employes.

Claimants contend that the handling of signal materials is exclusively the work of signal employes. We think the contention too broad. Certainly other employes, in the discharge of their duties, have the right to move stored material of any nature aside without infringing the rights of the craft who may use the material eventually.

Such a ruling in no way impairs the integrity of the Signalmen's Agreement; it simply interprets it in the light of common sense.

The Claim is 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 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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of June 1966.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.