Award No. 16751
Docket No. SG-16633

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arnold Zack Referee

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) Carrier violated the Scope of the Signalmen's Agreement, when, on June 11, 1965, it assigned one Section Foreman and Three Laborers to accompany the Signal Construction Supervisor on a work train to distribute switch plates for power-operated switches at Roselle Park, New Jersey, where they were to be installed by signal forces.

(b) Carrier pay Signal Foreman D. Robbins, Signalmen G. Fech, C. Fye, and R. Azzalina one day's pay each at their respective rates for this violation.

EMPLOYES' STATEMENT OF FACTS: This dispute is based on our contention Carrier violated the Scope of the Signalmen's Agreement when it assigned other than signal employes to handle signal material.

On June 11, 1965, a Track Department Foreman and three Track Department laborers, working under the direction of a Signal Supervisor, distributed, from a work train, switch plates at points where they were installed by signal forces. The Signal Supervisor instructed the Track Department employes where to unload the switch plates.

On July 12, 1965, the Brotherhood's Local Chairman initiated the instant claim; it was subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement. The dispute was discussed in conference on October 18, 1965.

Pertinent correspondence exchanged on the property is attached hereto as Brotherhood's Exhibit Nos. 1 through 8.

There is an agreement in effect between the parties to this dispute, bearing an effective date of July 1, 1942, revised September 1, 1949, as amended, which is by reference made a part of the record in this dispute.

On June 11, 1965, a Work Train was ordered for the purpose of delivering track material at various locations in the Roselle Park Area. Gauge plates were distributed along with other track material. However, since this was only a minor percentage of total material distributed, I feel there is no basis for your claim.

This claim is denied.

Yours truly,

/s/ J. H. Fitzpatrick
J. H. Fitzpatrick
Chief Engineer"

The General Chairman then appealed the instant claim to the Chief of Personnel under date of September 17, 1965. The Chief of Personnel denied the claim as follows:

"Mr. P. R. Behney
General Chairman, BofRS
Box 112
Raubsville, Pennsylvania 18075

Dear Sir:

RE: Claim for D. Robbins, G. Fech, C. Fye and R. Azzalina for one day's pay account of M. of W. employes distributing switch plates.

The switch plates involved in this claim were loaded in a car with other type material needed for construction of track in the vicinity of Roselle Park. At the time of the distribution, the plates had not been turned over to the signal department for use by that department, therefore, signal department employes did not have exclusive right to the transportation of same to the point of distribution.

Further, claimants named in this case were not available for the work involved, as each claimant was assigned and working during the period of time of the alleged violation.

As there has been no violation of the agreement in this instance, this claim is respectfully denied.

Yours very truly,

/s/ P. N. Mansfield
P. N. Mansfield
Chief of Personnel"

OPINION OF BOARD: On June 11, 1965, track department personnel employed on a work train, distributed switch plates at points where they were later installed by signal forces. A Signal Supervisor instructed the Track Department employes where to unload the switch plates.

Organization filed the instant grievance contending that this work was Signalmen's work, and that Carrier violated the parties' Scope rule by assigning unloading work to employes outside the Signalman Organization.

Carrier asserts that distribution work is distinct from any of the other skills specifically reserved to signalmen in their scope rule; that it is more logically performed by employes regularly employed on the work trains; and that Organization has failed to prove that this work is consistently performed by employes in this unit.

The parties' scope rule has been often interpreted by this Board with reference to the various skills it reserved to employes. In Award No. 5046 Referee Carter was concerned with similar movement of materials from a warehouse material yard to a signal construction site for immediate use on such job, which he held to be the exclusive work of signalmen. This view has been followed by later awards of this Board (10051). We find nothing in the facts of the instant case to justify any departure from this precedent, and accordingly the claim must be sustained.

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 violated by the Carrier.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 8th day of November, 1968.

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