



Award Number 17326

Docket Number SG-18005

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, 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:

On behalf of Signalman C. H. Fye for one day's pay at the current Signalmen's rate due to the fact that on March 21, 1967, Signal Supervisor C. Hann transported signal material from the headquarters of the Signal Construction Gang at Roselle Park, New Jersey, to Newark, New Jersey, to be used by said construction gang at that point.

EMPLOYES' STATEMENT OF FACTS: Claimant is C. Fye, Signalman in a signal construction gang employed on March 21, 1967, at Newark, New Jersey.

On the date involved the Signal Supervisor took certain signal material, from a trailer used by signal construction gang at a place for storage of equipment and material for the job they were working on, placed it in his private car, and transported it to Newark, New Jersey, where the material was placed in service by the signal forces.

The Scope Rule of the Signalmen's Agreement reads as follows:

"SCOPE

This agreement covers rates of pay, hours of service and working conditions of all employees in the Signal Department (except supervisory forces above the rank of foreman, clerical forces and engineering forces) engaged in the work of construction, installation, inspecting, testing, maintenance and repair of signals, interlocking plants, automatic highway crossing protection devices and their appurtenances, wayside cab signal train stop and train control equipment, car retarder systems, centralized traffic control systems, shop repairing of relays, signals, switch magnets, motors, et cetera, bonding of track for signal and interlocking purposes, and all other work generally recognized as signal work.

No employees other than those classified herein will be required or permitted to perform any of the work covered by the Scope of this agreement.

It is understood the following classifications shall include all of the employees of the signal department performing the work described under the heading 'Scope.' "

It should be noted that the Rule provides that, "no employes other than those classified herein will be required or permitted to perform any of the work covered by the Scope of this Agreement."

The claim was 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 obtaining a satisfactory settlement.

There is an Agreement in effect between the parties, 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.

(Exhibits not reproduced)

CARRIER'S STATEMENT OF FACTS: There is in effect on this property an Agreement between the Lehigh Valley Railroad Company and the Brotherhood of Railroad Signalmen, effective September 1, 1949, which by this mention becomes part of this submission. Carrier's Exhibits include "A" thru "I".

On the date of claim, claimant Signalman was working and under full pay at the time the work made the basis of this claim was performed.

A supervisory employee did transport by use of his automobile a small D.C. relay from Roselle Park, N. J. to Newark, N. J., a distance of less than six miles, for future use at the latter location. The D.C. relay referred to weighed about five (5) pounds and measured about 8" x 8" x 12", capable of being carried by one hand.

For this alleged infringement on the right of work of Signalmen's craft, claim for one day's pay, in addition to the day's pay paid claimant for being on duty, was entered by the Employees. No rule exists providing for such duplicate payment.

(Exhibits not reproduced)

OPINION OF BOARD: The claim alleges a violation of the Agreement because a Signal Supervisor transported, in his automobile, a piece of signal material from Roselle Park, N.J., to Newark, N.J., a distance of about six miles.

The Petitioner in its submission cites and relies upon Awards 5046 and 11711, which held in effect that the movement of signal materials from a warehouse or material yard to a signal construction or maintenance job for immediate use on such job is work belonging to signalmen. This view was also followed in Award 16751 involving the same parties as involved herein. The Petitioner contends in its submission that the material was transported by the Supervisor to the work location for "immediate use" by the signal forces.

The Carrier responds that in the handling of the dispute on the property the Petitioner at no time claimed that the subject material was transported for "immediate use" and the Carrier states that the material was not for immediate use. A review of the record covering the handling of the dispute on the property shows that the Petitioner did not there contend that the material involved was for "immediate use," and it is well settled that contentions not raised in the handling of disputes on the property may not be raised for the first time before the Board.

Based on the record of the handling of the dispute on the property, the Board finds that the Petitioner failed to prove that the material was transported for the immediate use of the signal forces. The claim will, therefore, 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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1969.