

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 30042
Docket No. SG-29839
94-3-91-3-204

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(CSX Transportation, Inc. (former Louisville
(and Nashville Railroad Company)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSXT, Inc. (Former L&N Railroad):

Claim on behalf of J.P. Warner, for payment of 9 hours pay at his pro-rata rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, Rule 32, when it allowed or permitted a Signalman from Seniority District No. 2, to perform signal work on Seniority District No. 1." Carrier File 15 (90-33). BRS Case No. 8253-CSXT.L&N.

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Signalmen are assigned to defined seniority districts (Divisions, etc.) and hold seniority in only one district. On February 7-8, 1990, a District No. 2 Signalman was directed to operate a truck with crane hoist from a location in District No. 2, the Carrier contending that no suitable similar equipment was available in District No. 1. The District No. 2 Signalman drove the equipment to "load, haul, unload and set new signal houses on foundations at Winchester and Morning View," both District No. 1 points.

The Claimant, a District No. 1 Signalman, contends the work was improperly assigned and that he could and should have been assigned to operate the truck. While the Carrier initially argued that the Claimant was not qualified to operate the equipment, the Organization offered proof that he was qualified.

The issue at hand is whether the assignment constituted a Rule violation. Part of this question has been previously resolved. As stated in Third Division Award 28281:

"We find nothing in the Scope Rule that conveys an exclusive right to pick up signal material on this property. Moreover, the Board notes that this type of issue has been addressed many times in the past by arbitral authorities. These bodies have held that the handling of signal material is not work reserved to signal employees."

The question therefore remains as to the brief period during which the District No. 2 Signalman "set" the signal equipment in place by use of the crane. Other work at the location was performed by District No. 1 employees, including the Claimant. Under the circumstances, the Board finds no Rule violation in the District No. 2 Signalman's brief operation of the crane outside his territory. This is particularly true since, under the Claimant's version of what should have occurred, he would have had to operate the truck from a location within District No. 2. In any event, he was working at the location when the signal equipment was put in place by the crane and could not have performed two tasks simultaneously.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Catherine Loughrin
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 17th day of February 1994.