

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: ( System Federation No. 42, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Electrical Workers)  
(  
( Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. That the Seaboard Coast Line Railroad Company violated the current working agreement, particularly Rules 1(a) and 29(a), when Carrier required and permitted Signal Maintainers to perform Communications Maintainers' work between the dates of October 28, and December 6, 1974.
2. That accordingly, the Carrier be ordered to additionally compensate Communications Maintainer G. T. Langston forty-one (41) hours at his punitive rate of pay.

Findings:

The Second 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.

This claim is based on the alleged assignment of work covered by the Communications Maintainers Scope Rule 1(g) to Signal Maintainers. The Brotherhood of Railroad Signalmen were given notice of the appeal of this claim by this division of the Board and they have submitted their response to the submissions of the parties herein.

As finally progressed to this Board the gravamen of the instant claim is the assignment of the removal of certain abandoned Western Union cross arms to Signal employees. The Organization alleges that the work in question is specifically covered by the Classification of Work Rule 1(a) and reserved to the Communication Workers by rule 29(a).

- 1(a) "Communications Maintainers' work shall include constructing, installing, repairing, maintaining, inspecting, testing and removing of Company owned: communication lines and their supports, wires and cables, telephone, telegraph, teletype, switchboards, communication plant equipment, and wireless voice communication equipment, together with all appurtenances, devices, apparatus and equipment necessary to said systems and devices as named herein, and all other work generally recognized as Communications Maintainers' work.

No employee other than those classified herein will be required or permitted to perform any of the work covered by this Agreement."

- 29(a) "None but Communications Maintainers or their assistants regularly employed as such shall do Communications Maintainers' work as per Rule 1."

The specific language in Rule 1(a) relied on by the claimant, is that describing maintaining and removing of Company owned Communication lines and their supports, wires and cables, and telephone and telegraph equipment.

We have reviewed the submissions carefully and find that on the whole, particularly with reference to Exhibit H of this Organization they support the interpretation of the Agreement rules as urged by the Organization. The old Western Union cross arms fall within the description of rule 1(a) in that they are Company owned and were for the support of the communication lines. They could also, reasonably be classed as "appurtenances, devices, apparatus and equipment necessary to said systems and devices as named herein". The work was improperly assigned in violation of the Agreement.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 20th day of December, 1978.