

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

Parties to Dispute: { International Brotherhood of Electrical Workers
{ Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That the Consolidated Rail Corporation (Conrail) violated the current Agreement effective May 1, 1979, in particular, Rule 2A and Exhibit "B", and the Agreement between the New York Central System and the International Brotherhood of Electrical Workers effective January 1, 1948, as subsequently amended, when other than IBEW Communication Workers were assigned to remove old communications cross arms on July 9, and 10, 1979.
2. That accordingly, the Consolidated Rail Corporation (Conrail) be ordered to compensate Electrician Richard Zmayefski sixteen (16) hours pay at the 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.

Claimant contends that Carrier violated the controlling Agreement, particularly, Rules 2A and Exhibit "B" as well as the Agreement between the New York Central System and the International Brotherhood of Electrical Workers, effective January 1, 1948 as Amended, when it assigned employes represented by the Brotherhood of Railroad Signalmen to remove old crossarms and replace them with newer ones on July 9 and 10, 1979. He asserts that the cross arms removed were historically appurtenances and intricate parts of Carrier's communication system and were used for telephone and telegraph wires. He avers that when the former Western Union Employees became members of the New York Central System and performed the same jobs formerly performed by them for the Western Union Telegraph Company, the work became covered by the aforesaid January 1, 1948 Agreement, as Amended. He argues that Second Division Award No. 7773 which addressed a similar craft jurisdictional issue pointedly underscores and affirms his position. In that Award the Board held in pertinent part that:

"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 herein. The work was improperly assigned in violation of the Agreement."

Carrier contends that no Agreement rule was violated since the Signalmen simply removed and replaced vacant cross arms. It avers that the middle cross arms which had been vacant since the early 1960's had deteriorated to the point where they were incapable of carrying signal wires and the signal forces were instructed to remove the old cross arms and replace them with newer ones prior to the installation of signal wires on the middle level. It argues that the removal of the cross arms was work incidental to the installation of new ones carrying signal wires and the work singularly accrued to the Signalmen. It asserts that both crafts have removed cross arms when this work was incidental to work accruing to their craft and class, and this practice has been consistently observed on the property.

In our review of this case, we concur with Carrier's position. The work performed by the Signalmen between MP 56 and 57 was specifically in connection with installing signal wire, not communication lines and it was not unreasonable to remove the old cross arms to accomplish this task. The old vacant cross arms were not replaced for the purpose of installing communication lines, but for the sole purpose of installing signal wire. Since installing signal wire is work that clearly belongs to the Signal forces, the removal and replacement of vacant cross arms, which is patently incidental to the primary protected work, accrues to the Signalmen's craft. In the Award cited by Claimant as controlling herein, the Division noted that the old Western Union cross arms fell within the description of Rule 1(a) when they were Company owned and were for the support of communication lines, but this decision is distinguishable since it identifies communication lines as an integral aspect of the Rule's coverage. Communication lines were neither removed nor replaced in this instance and thus, the work accrued to the Signal forces.

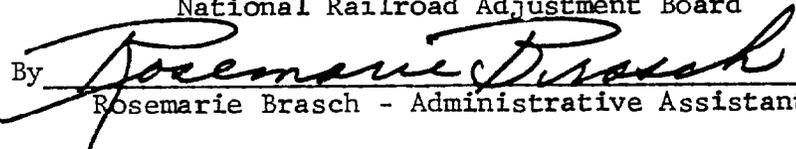
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 4th day of May, 1983.