

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Livingston Smith, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the Pennsylvania System Committee of the Brotherhood of Railroad Signalmen of America on the Pennsylvania Railroad that:

(a) Employees of the Western Union removed certain wires from the poles of the Pennsylvania Railroad, located at mile post No. 123, on the above date, and have signified their intention to further remove Western Union wires located on the Panhandle Division of the Pennsylvania Railroad.

(b) The removal of the above mentioned wires from the poles of the Pennsylvania Railroad is within the Scope of the Agreement, as signed by Management and Brotherhood of Railroad Signalmen of America on June 1, 1943, and work rightfully belongs to employees of the T. & S. Department, Panhandle Division.

(c) Duplicate time be paid certain employees of the T. & S. Department, Panhandle Division at time and one-half rate, of the prevailing rate as shown in the Agreement, for Foreman, Assistant Foreman, Signalmen, and Helpers.

EMPLOYEES' STATEMENT OF FACTS: On January 18, 1949, Western Union Telegraph Company Line Gang started the work of removing their wires and insulators from Pennsylvania Railroad pole line between Steubenville and Columbus, Ohio as follows:

12 wires M.P. 43.36 to M.P. 45.51
15 wires M.P. 45.51 to M.P. 46.08
13 wires M.P. 46.08 to M.P. 46.44
12 wires M.P. 46.44 to M.P. 136.23
10 wires M.P. 136.23 to M.P. 157.71
12 wires M.P. 157.71 to M.P. 161.71
11 wires M.P. 161.71 to M.P. 187.46

Prior to October 1, 1927, the pole line and wires on the Panhandle Division of this Carrier's property were owned by the Western Union Telegraph Company. Effective October 1, 1927, the Pennsylvania Railroad purchased the pole line structure, but certain wires on pole line structure

decide the said dispute in accordance with the Agreement between the parties to it. To grant the claim of the Employees in this case would require the Board to disregard the Agreement between the parties hereto and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take any such action.

The Carrier has shown that under the applicable Agreement the Employees of the Western Union Telegraph Company performed no service in connection with removal of that Company's wires and glass insulators from the Carrier's pole line on the Panhandle Division, that accrues exclusively to employees of the Telegraph and Signal Department; that the applicable Agreement was not violated; and that the Unnamed Claimants are not entitled to the compensation which they claim.

Therefore, the Carrier respectfully submits that your Honorable Board should dismiss the claim of the Employees in this matter.

All data contained herein have been presented to the employees involved or to their duly authorized representatives.

(Exhibits not reproduced).

OPINION OF BOARD: This Docket involves the identical issue as was involved in Docket SC-6334, between the same parties and under the same agreement, and therefore is controlled by Award 6272, which has been entered thereon.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 effective Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 23rd day of July, 1953.