

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Livingston Smith, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Central of Georgia Railway that:

(a) On or about July 9, 1951, the Carrier violated the Signalmen's Agreement by assigning or otherwise allotting to persons not covered by the Signalmen's Agreement, work of renewing, repairing, or replacing poles, wires, or fixtures on lines on the Albany and Birmingham Districts which are covered by the Signalmen's Agreement.

(b) The regular signal gang employees affected by reason of this violation of the Signalmen's Agreement be compensated at their proper rates of pay on the basis of time and one-half for an amount of time equivalent to that required by those employees not covered by the agreement to perform this signal work.

EMPLOYES' STATEMENT OF FACTS: The scope work involved in this dispute includes the maintenance and repairs to pole-lines supporting signal circuits in the vicinity of Neyami, Ga., on the Albany District and near Mile-Post 298 on the Birmingham District following damage to the pole-lines by storms which occurred on June 25, 1951.

In making the necessary repairs to the pole-line and their appurtenances, the Carrier failed to properly apply the Scope, Classification, Hours of Service, Seniority, and other rules of the Central of Georgia-Signalmen's Agreement when it used workers not covered by that agreement in making the necessary repairs. The workers used by the Carrier to perform the work involved did not hold seniority rights under the agreement and could not meet the agreement provisions for any of the positions that may have been necessary to perform the diverted pole-line work.

The historical facts leading up to this claim are substantially as follows:

Prior to June 1, 1951, pole-lines on the property of this Carrier supporting Western Union circuit conductors were owned and maintained by the Western Union Telegraph Company.

At various points on the Central of Georgia right-of-way, the Western Union pole-lines were used to support Signal Department line-wires and their

arm and transferred the signal wires" on the pole involved. The claim is without merit.

Carrier has further shown that there is no basis upon which a penalty may be contractually or morally placed upon it as demanded by the Employees.

Carrier submits that it has amply demonstrated full and sufficient facts as to why the case should be (1) dismissed or (2) denied.

All relevant facts and arguments involved in the dispute in this case have heretofore been made known to the employee representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: Claim here is brought in favor of all employees allegedly affected by Carrier's purported violation of the effective agreement in assigning certain work clearly covered by the Scope Rule of the effective agreement to employees not covered thereby.

The Organization took the position that repair of poles and lines in question belonged exclusively to Signalmen inasmuch as they were "power or other lines" which carried "all appurtenances pertaining to the above named systems and devices" within the meaning of the Scope Rule of the effective Agreement.

The Respondent countered with the assertion that the Organization was here attempting to have this Board award to them all work in connection with all communication wires and their "appurtenances" even though such communication wires had no connection with signal work or signal systems.

The record indicates that prior to 1951 the Western Union Telegraph Company owned some 450 miles of communication wires as well as the poles to which they were attached, which were located on this Carrier's property. Likewise, the record indicates that over a portion of these lines the Carrier by contract was allowed to string signal wires.

The question here is not whether or not Employees have the exclusive right to repair, install and otherwise maintain Signal wires and other Signal "appurtenances" but whether the Scope rule was intended to cover "power or other lines with poles, fixtures", etc.

The Scope Rule here is not of the broad, general type with which this Board has concerned itself in a large number of Awards. It (the rule) is of the type that lists work within the Signalman Craft, thus belonging to this craft to the exclusion of all other crafts. This (exclusive) work clearly includes installation, maintenance, repair, inspection etc., of power or other lines, with poles, fixtures, conduit systems, transformers, etc., pertaining to interlocking and signal systems together with all appurtenances pertaining to such system or devices and systems.

It is a fundamental rule of contract construction that where items intended to be covered thereby are specifically mentioned; all things not specifically mentioned were intended to be excluded.

We cannot conclude that because Signal wires were strung on poles containing other communication wires the maintenance or installation of such other communication equipment inured to the Signalmen craft.

The confronting claim lacks merit.

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 Carrier did not violate the effective agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

Attest: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 17th day of December, 1957.