

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Kieran P. O'Gallagher, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pennsylvania Railroad Company that:

(a) The Carrier violated the scope of the current Telegraph and Signal Department Agreement when recognized T&T Line Foreman work was performed by Contractor's men; such work was performed by one Foreman and four men when they worked on changes to the 4150 volt line in the vicinity of Coalport Yards and the Trenton Freight Station. This work was made necessary on account of new Sub-Station at Trenton Freight Station. This work was also made necessary on account of new Sub-Station at Trenton Freight House, and the subsequent removal of the Sub-Station building at Perry Street due to property being sold.

(b) A comparable number of hourly-rated T&S employes of the Trenton Line Gang FG2TB, who were entitled to this work, be compensated for all time made by the Contractor's men while working on this project.

(c) A comparable number of monthly-rated T&S Foremen of FG2TB, who were entitled to this work, be compensated for all time made by the Contractor's Foreman while supervising this work on the above-mentioned project. [System Docket No. 76 — New York Region Case No. 5/58]

EMPLOYEES' STATEMENT OF FACTS: Beginning on or about February 11, 1958, the Carrier allowed Contractor's employes to perform work on the 4150 volt power line in the vicinity of Coalport Yards and the Trenton Freight Station, Trenton, New Jersey. As the Contractor's employes are not covered by the Signalmen's Agreement, and the 4150 volt power line had been built by this Carrier's signal forces who are covered by that agreement, Mr. W. R. Edwards, Sr., Local Chairman, presented a claim dated March 5, 1958, to Mr. O. M. Wiland, Engineer — Communications and Signals, as follows:

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 such action.

CONCLUSION

The Carrier has shown that the work involved in this dispute was not work reserved exclusively for T. & S. Department employes by virtue of the Scope Rule of the Signalmen's Agreement or otherwise; and that the performance of such work by the contractor's employes was not in violation of said Agreement. Therefore, no proper basis for the claim exists, and your Honorable Board is respectfully requested to deny the claim in its entirety.

The Carrier demands strict proof by competent evidence of all facts relied upon by the Employes, with the right to test the same by cross-examination, the right to produce competent evidence in its own behalf at a proper trial of this matter and the establishment of a proper record of all of the same.

All data contained herein have been presented to the employes involved or to their duly authorized representative.

(Exhibits not reproduced.)

OPINION OF BOARD: The issue here is whether or not the Scope Rule of the current agreement confers exclusively upon the Organization to remove the wires and cross arms of the 4150 volt transmission line involved in this dispute.

The Scope Rule is as follows:

"These Rules, subject to the exceptions hereinafter set forth, shall constitute separate Agreements between the Pennsylvania Railroad Company, and Baltimore and Eastern Railroad Company and their respective Telegraph and Signal Department employes, of the classifications herein set forth (and hereafter these Agreements for the sake of convenience shall be referred to as "the Agreement")—engaged in the installation and maintenance of all signals, interlockings, telegraph and telephone lines and equipment including telegraph and telephone office equipment, wayside or office equipment of communicating systems (not including such equipment on rolling stock or marine equipment), highway crossing protection (excluding highway crossing gates not operated in conjunction with track or signal circuits), including the repair and adjustment of telegraph, telephone and signal relays and the wiring of telegraph, telephone and signal instrument cases, and the maintenance of car retarder systems, and all other work in connection with installation and maintenance thereof that has been generally recognized as telegraph, telephone, or signal work—represented by the Brotherhood of Railroad Signalmen of America and shall govern the hours of service, working conditions and rates of pay of the respective positions and employes of the Pennsylvania Railroad Company, and Baltimore and Eastern Railroad Company, specified in Article 1 hereof, namely, inspectors, assistant inspectors, foremen, assistant foremen, leading maintainers, leading signalmen, signal maintainers, telegraph and signal maintainers, telegraph and telephone maintainers, signalmen, assistant signalmen, and helpers.

"(Effective June 1, 1950) The employes in the Telegraph and Signal Department shall continue to install, maintain and repair, and do testing incident thereto, of all devices and apparatus, including air compressors, motor generator sets, and other power supply (when such compressors, sets or power supply are used wholly or primarily for signal or telegraph and telephone devices, apparatus or lines, and are individually housed in signal or telegraph and telephone facilities), which are part of the signal or telegraph and telephone systems, to the extent that such work is now being performed by employes of the Telegraph and Signal Department. This paragraph shall not, however, prejudice any rights which such employes may have under the Scope Rule, exclusive of this modification, to claim work performed by other crafts in violation of the Scope Rule."

The Board finds that the removal of the facilities involved is not work defined in the Scope Rule, and following the principle laid down by this Board in Award No. 8172 interpreting the Signalmen's Scope Rule, which the Board finds to be specific in nature, we must deny the claim.

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

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of December 1963.