

Award No. 19127
Docket No. SG-19306

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Robert M. O'Brien, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
BURLINGTON NORTHERN INC.
(Formerly Great Northern Railway Company)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the former Great Northern Railway Company:

On behalf of Signal Foreman J. Howard Wisemore; Signalmen Kenneth B. Warren and Orville Richards; Assistant Signalman Gerald G. Benn; and Signal Helper Richard L. Shultz, for twelve (12) hours each at one and one-half times their respective rates of pay for the four (4) hours worked on Saturday, January 10, 1970, and eight (8) hours on Sunday, January 11, 1970, by Track Department employees in connection with the removal of a signal pole line that was replaced by underground cable between Skykomish, Washington, and Foss River Bridge.

EMPLOYEES' STATEMENT OF FACTS: There is an agreement in effect between the parties to this dispute bearing an effective date of October 1, 1957, as amended, which is by reference made a part of the record in this dispute. Particularly pertinent and controlling rules of that agreement are:

"SCOPE

This agreement covers the rates of pay, hours of service, and working conditions of all employees classified in Article II of this agreement, either in the shop or in the field, performing the work generally recognized as signal work which work shall include the construction, installation, inspecting, testing, maintenance and repair of:

"SCOPE

- (a) Signals. This includes train order signals.
- (b) Interlocking plants.
- (c) Highway crossing protection devices.
- (d) Signal Power lines, wires, or cables, overhead or underground, from the service switch to which power is furnished such lines.

and proper manner, up to and including the highest officer of the Carrier designated to handle such disputes, without settlement.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: The claimants in this case were all members of Signal Crew 04 on the Cascade Division of the former Great Northern Railway Company at the time this claim arose.

A seven-mile section of Signal Department pole line in the vicinity of Skykomish, Washington was in the process of being abandoned and replaced by underground cable. Prior to the date of claim the claimant Signal Crew had removed the line wire and insulators from the poles in the process of making this change. On the date of claim, Track Department employees working in this territory in connection with snow removal work were used to take down about 50 poles and crossarms from which all line wires and insulators had been removed by the claimants. These poles and crossarms were in a one-mile portion of the seven-mile section of pole line that was being abandoned.

The claim for eight hours' pay at punitive rate on the dates of claim is based upon the Employees' contention that the removal of the abandoned poles was work belonging exclusively to Signal Department employees under Scope Rule No. 1 of the currently effective Signalmen's agreement.

OPINION OF BOARD: In the area in question the Carrier had discontinued the use of pole line wires as conductors for its signaling circuits, replacing them with underground cable. After the Carrier's signal employees had placed the underground cable into service and removed all of the former signal pole line except the poles and attached crossarms, the Carrier's maintenance of way forces removed the poles and crossarms.

It is contended by the Claimant employees that work performed by the maintenance of way employees is covered by the Signalmen's Agreement with the Carrier. The Carrier, on the other hand, states that the remaining material had been abandoned, and we find no effective challenge.

The confronting Scope Rule covers the construction, installation, inspecting, testing, maintenance and repair of various signals, systems, devices, etc. It appears from the record that Signalmen did perform all work involving material not to be abandoned or retired. We are not persuaded by the record before us that the work of removing material that has been abandoned is covered by the language of the parties' Scope Rule. We so held in Award No. 12800 and others. We must therefore deny this 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 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 12th day of April 1972.