

Award No. 19183
Docket No. SG-19157

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert A. Franden, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when it arranged for a contractor to perform signal work at the Arkansas River Bridge at Little Rock, Arkansas, beginning on or about August 1, 1969.

(b) Carrier should now be required to compensate the members of Signal Gang No. 1 at their respective straight-time rates of pay for an amount of time equal to that spent by the contractor's forces engaged in signal work on this project, commencing with 120 man-hours spent installing a two-inch conduit and continuing to cover all work covered by the Scope of the Signalmen's Agreement.

(Carrier's File: L-130-453 General Chairman's File: SV-176)

EMPLOYEES' STATEMENT OF FACTS: There is an agreement in effect between the parties to the dispute, bearing an effective date of July 1, 1952, as amended, which is by reference thereto 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 Signal Department employees classified herein engaged in the construction, repair, installation, inspection, testing or maintenance, including such work performed in the railroad's Signal Department Shops, of the following:

(a) Electric, electro-pneumatic, electro-mechanical, or mechanical interlocking systems; wayside equipment used in connection with cab signals, semaphore, color light, position light or color position light signals and signaling systems; including the erection and maintenance of signal bridges and signal cantilever structures; electric, electro-pneumatic, mechanically operated signals and signaling systems, car re-

(m) All other work generally recognized as signal work.

NOTE: 1. (a) When concrete foundations or form work in connection with installing or maintaining signal and interlocking systems, apparatus or devices enumerated above is to be performed on the railroad's property by employees of the railroad, such work will be performed by employees covered by this agreement.

(b) The foregoing shall not be construed to permit the railroad to contract this work on the property to outside concerns but such concrete foundations or form work may be purchased prefabricated from manufacturers.

(c) When it may be considered of mutual interest to the railroad and employees that such concrete foundations or form work be manufactured on the property instead of being purchased prefabricated from manufacturers and employees covered by this agreement are available, such arrangement shall be a matter of further consideration by the parties upon request.

(d) Neither the foregoing nor the Scope Rule shall be construed to include derrick or crane operation and supervision, piling, track conditioning preparatory to installation, nor to reenforcing signal bridges in place by a fabricator contractor.

2. Signalmen will perform the handling of cribbing used in connection with the installation of retarder units, when same are considered temporary foundations.

3. Signalmen will perform all work, which is generally recognized as Signalmen's work, in connection with the installation and removal of retarder units.

4. When a Jeep Digger or similar machine is transported from one point to another to be used to perform Signalmen's work at such point, an employee coming under the Scope of this Agreement should be used. It is permissible for a Supervisor or anyone else to use such equipment as a means of transportation and the Carrier is permitted to ship such equipment by any means available, as has been done in the past."

The above-quoted Rule is contained in the Agreement between this Carrier and the Brotherhood of Railroad Signalmen in effect July 1, 1952, reprinted to May 1, 1970, a copy of which is on file with the Board.

(Exhibits not reproduced.)

OPINION OF BOARD: As part of the Arkansas River Navigation project it became necessary to change the bridge at Fort Smith, Arkansas to a lift bridge that would provide a 300 foot channel. Pursuant to Public Law 90-38 the Carrier altered the bridge to conform to the Corps of Engineers specifications. The cost of building the new bridge was borne by the U. S. Government but the construction was directed by the Carrier. The Carrier entered into a contract with S. O. G. Company of Arkansas to construct the entire project. As part of the project it was necessary to install a conduit carrying signal, electric and communications cables along the length of the bridge.

The Organization filed a claim for 120 hours based on the allegation that the installation of the conduit was work that came within the scope rule of the Signalmen's Agreement. The Carrier responded that "This cable is common both for controlling the bridge and providing control circuits for the railroad signals." It is clear that the signal circuits are but one of three purposes served by the conduit and its cable.

From this record, we cannot determine that the conduit is a signal conduit. 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 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 May 1972.