

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20644
Docket Number SG-20466

Dana E. Eischen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Illinois Central Gulf Railroad
(Formerly Illinois Central)

STATEMENT OF CLAIM: Claim of the General **Committee** of the Brotherhood of Railroad Signalmen on the former Illinois Central Railroad:

(a) Carrier violated the Signalmen's Agreement, particularly the Scope, when forces - L. E. Myers Construction Company - were used to replace Carrier's signal pole line in underground cable through Rankakee, Illinois.

(b) Carrier should pay to its employees assigned to Illinois Division Signal Gang No. 306, namely: For- R. J. Vadbunker, Signalman W. D. **Workman**, Assistant Signalmen D. J. **Duax**, D. L. **Brinkman**, L. P. Henderson, and W. D. Boudreau, including other employees, if any, assigned to this gang whose names are inadvertently omitted or other employees who may be assigned to this gang at a later date during claim period, for an amount of time equal to the time worked by forces not represented by the Brotherhood of Railroad Signalmen. Claim **commencing** July 17, 1972 and continuing until the violation is stopped or the work has been completed. (Carrier's File: 135-241-175 Spl. Case No. 280 Sig.)

OPINION OF BOARD: **The** instant claim alleges a violation of the Scope **Rule** of the Signalmen's Agreement **when**, in July 1972, the Carrier permitted **Commonwealth** Edison Company to install a pole power line on Carrier's right of way. Since the power line would have caused electrical interference with Carrier's signal and communication lines, **Commonwealth** Edison purchased and installed an underground inductively shielded cable to house Carrier's signal lines; using an outside **contractor**, L. E. Myers Construction Company to install the underground cable. During the project no work was done on Carrier poles or lines and, upon completion of the project, signal employees of the Carrier, including Claimants, connected the underground cable to the power source, and signal house. Based upon the foregoing, Claimants suggest that the Scope **Rule** was violated because other than Carrier's signal employees installed the underground cable which **Commonwealth** Edison subsequently turned over to Carrier.

Carrier herein argues that the work in question was solely for the account of and at the expense of the Power Company who contracted **out the** work. Petitioner asserts that the work in question is reserved exclusively to Claimants by the **express** language of the Scope **Rule**.

We have studied the record, the Agreement, and Awards cited by each of the parties in support of respective positions. Upon careful analysis we are convinced that the instant claim is virtually "**on** all fours" with matters resolved in our denial Awards 20156, 20280 and 20529 and should **likewise** be denied.

We stated in Award 20156 as follows:

"..In a long series of Awards going back to 1951, we have held consistently that work which is not for the exclusive benefit of Carrier and not within Carrier's control may be contracted out without violation of the Scope **Rule** (See for example Awards 5246, 6499, 13745 and 19718)..."

Inasmuch as the work in the instant case was not for the benefit of Carrier, not performed at its instigation, not at its expense nor under its direction and control, we must conclude that its performance did not violate the Scope **Rule** of the Signalmen's Agreement. See Award No. 2 of Public Law Board No. 747; and Third Division Awards 20280, 20529, et al cited supra. Accordingly the instant claim must be denied. - -

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **Third** Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this **21st** day **of** March 1975.