NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 21217

THIRD DIVISION Docket Number SG-20960

William M. Edgett, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Robert W. Blanchette, Richard C. Bond and John H.
(McArthur, Trustees of the Property of
(Penn Central Transportation Company, Debtor

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

System Docket 851
Southern Region - Cincinnati Division Case No. 12

(A) Claim the carrier violated and continues to violate the current C&S Agreement, on or about September 1, 1972, by allowing a private contractor, namely DeBolt Co. of Richmond with one bulldozer and one man, to cut brush between Richmond, Indiana and Indianapolis, Indiana on the main line, under the T&T pole line, for the purpose of clearing brush to establish better signal indication and better voice communication.

(B) Claim the T&T pole line is maintained exclusively by men from Seniority District #23 and claim the man from Debolt Co. is not covered by the current C&S Agreement.

(C) Claim the Carrier should pay to its signal maintainers, whose assignment includes the involved territories, namely J. R. Beckman and J. A. Mullon, additional time equal to the manhours of work the contractor spent in performing brush cutting between Richmond and Indianapolis, Indiana, at their prorated rate of pay.

(D) This claim to commence on or about September 1, 1972, the date to be determined by company records, and to continue thereafter until the project is completed or the violation is corrected.

(E) Carrier should in the event the claim is sustained, check its records jointly and in cooperation with Representatives of this Brotherhood to determine the number of man-hours worked by or paid Co the contractor in determining the amount of compensation due claimants.

OPINION OF BOARD: Carrier hired a private contractor to cut brush between Richmond, Indiana and Indianapolis, Indiana under the T&T pole line. The Brotherhood claims a violation of the Signalmen's Agreement, asserting that the work was "done for the purpose of establishing better signal indication and better voice communication." The employes apparently made

that assertion in the belief that it was necessary to establish that the work was directly related to the installation and maintenance of the signal system, as distinguished from being merely cosmetic. The record, however, fails to support the contention that the work performed was directly related to the transmission of signals. The contractor's employe, using a bulldozer, simply cleared brush from the line. There is no evidence that electrical trouble of any kind was involved. The Employes have not presented facts to the Board which make out a violation of their scope rule. The claim is 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 Employee involved in this dispute are respectively Carrier and Employee 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 WA R D

Claim denied,

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: G. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of August, 1976.