

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23904
Docket Number SG-24144

George S. Roukis, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen
(Southern Pacific **Transportation Company** (Pacific Lines))

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific **Transportation Company** (Pacific Lines):

On behalf of the employees of Signal Gang No. 5, Eugene, Oregon (J. H. Mullen and A. J. Trojan) for twenty-four hours' pay at their **signalman's** rate account on June 23, 24 and 25, 1980, other than **signal forces** cleared brush and trees from under the signal pole line."

(Carrier file: SIG 152-419)

OPINION OF BOARD: The **Organization** contends that Carrier violated the **Agreement**, particularly the Scope Rule and Rules 43 and 72 when employees covered by the **Maintenance of Way Agreement** cleared brush and **trees from** under **signal** pole lines on June 23, 24 and 25, 1980 and requests that Claimants be paid at their **Signalman's** rate for the **amount** of time involved in this claim. It argues that when trees and brush interfere with the normal functioning of signal **line** circuits, it is the responsibility of signal employees to remedy the problem.

Carrier avers that the work of cutting and **trimming** such vegetation is not work that **is specifically** reserved to signal employees in the scope rule. but, in fact, is performed by employees represented by the Maintenance of Way **Organization**.

In our review of this case, we **concur** with Carrier's position. The pivotal question before this Board is whether the Scope Rule covered the disputed work. Close reading of the **Signalman's Agreement** indicates that it embraces the maintenance of pole **line** signal circuits, but the work **performed** on the aforesaid dates does not appear to constitute such **maintenance**. Trees and brush are obviously not part and parcel of signal pole lines and before pole **line** maintenance can be firmly established, it is necessary to demonstrate that trees and brush grew into **the pole lines and interfered** with or endangered signal operations. Since **Claimants** have not shown that these **contingencies** were present when the other employees performed the work, we are constrained by the facts of record to deny the claim. We take judicial notice that the Maintenance of Way Organization as an alleged third party of interest, filed a timely submission and we have **carefully considered** its arguments with respect to this **issue**.

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: Acting Executive Secretary
National Railroad Adjustment Board

By *Rosemarie Brasch*
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 8th day of June 1982.

