

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(The Denver and Rio Grande and Western Railroad
(Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the
Brotherhood of Railroad Signalmen on the Denver
Rio Grande and Western Railroad (DRGW):

Case No. 1

Claim on behalf of Signal Maintainer P. Harmon, headquarters Thistle, Utah; assigned territory Mile Post 652.0 to Mile Post 688.4; assigned hours 7:30 A.M. to 4:00 P.M.; assigned meal period noon to 12:30 P.M.; assigned rest days Saturdays, Sundays and holidays.

This Claim is presented in accordance with Rule 54 of the current Signalmen's Agreement, as amended.

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when on or about July 16, 17, and 20, 1987, it allowed and/or permitted an outside firm to remove trees from pole line signal circuits between Mile Post 676 and Mile Post 677.

(b) Carrier should now be required to compensate Mr. Harmon for twenty-four (24) hours pay at the straight time rate. G.C. file 24-100. Carrier file SG-2-87.

Case No. 2

Claim on behalf of Signal Maintainer D. L. Reed, headquarters North Yard, (Denver) Colorado; assigned territory Mile Post 0 to Mile Post 18.6 on Main Line & Belt Line; assigned hours 7:30 A.M. to 4:00 P.M.; assigned meal period noon to 12:30 P.M.; assigned rest days Saturdays, Sundays and holidays, and on behalf of Signalmen D. G. Madsen, E.L. Montoya and R.F. Kutchen, each presently furloughed by the D&RGW.

This Claim is presented in accordance with Rule 54 of the current Signalmen's Agreement, as amended.

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when on or about August 3 through August 10, 1987, it allowed and/or permitted an outside firm to remove trees from pole line signal circuits between Mile Post 5 and Mile Post 12.3.

(b) Carrier should now be required to compensate each of the claimants for (40) forty hours pay at the straight time rate. G.C. File 24-103. Carrier file SG-3-87.

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This dispute concerns the Carrier's contracting out the removal of trees from the Carrier's right-of-way on its Utah Division in July, 1987 and on its Colorado Division in August, 1987. While the Organization cites the Scope Rule as support for its position, examination of that rule shows that removal of trees is not included. Without more, this Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Fever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of January 1992.