

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 29930  
Docket No. SG-30237  
93-3-91-3-736

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Burlington Northern Railroad

STATEMENT OF CLAIM: "Claim on behalf of the General Committee  
of the Brotherhood of Railroad Signalmen:

Claim on behalf of S. Chapman, for payment of eight (8) hours pay, at his punitive rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, the Scope Rule, when it allowed or permitted the Wise County Co-op, to install and construct a meter loop." Carrier's File No. SI 90-10-29A. GC File No. FWD-37-90. BRS File Case No. 8524.BN.

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The Organization argues that its agreement was violated when a contractor installed a pole and meter loop on carrier owned property. Carrier maintains that it contracted with an electrical Co-op to provide power to a new signal at MP 71.4, and that the Co-op requires that its employees do the work down through the meter socket. Carrier's contention was disputed by the Organization's General Chairman, when he advised the Carrier that he had personally contacted the Co-op and was told that it had no requirements to furnish the pole and meter loop to its customers and that it would have provided power to a Carrier installed pole and meter loop.

The second sentence of Rule 1 B, provides:

"Install electrical meter loops, lights and outlets in areas where licensed electricians are not required."

This language would seem to reserve the installation of poles and meter loops, located on Carrier property when used to provide power to various signal systems, to Signalmen, if the services of a licensed electrician were not necessary. The Organization has submitted evidence that the Co-op would provide power to a pole and meter loop installed by Carrier's employees. This evidence has not been refuted. The Claim has merit. It will be sustained.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: Catherine Loughrin  
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 2nd day of December 1993.

MARKS  
3rd Div.  
12-17-93

CARRIER MEMBERS' DISSENT  
TO  
AWARD 29930, DOCKET SG-30237  
(Referee Fletcher)

This claim involved the scope rule of the former FW&D as carried forward in the parties July 1, 1985 Implementing Agreement.

Paragraph (B) of that rule states in full:

"B. Install and maintain all carrier circuits, all phones on message and dispatcher circuits, selective ringing apparatus, base radio and dispatcher controlled apparatus, speaker systems. Install electrical meter loops, lights and outlets in areas where licensed electricians are not required."


Carrier, on-the-property advised the Organization:

"Wise County Co-op was contacted to provide commercial power to the above location and when they did so they set the pole, meter loop and meter. There was no violation of the Agreement in this instance as the referenced pole, meter loop and meter is owned by the Wise County Co-op and is therefore, not under Carrier jurisdiction or control."

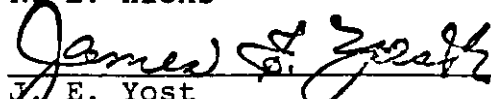
"The meter loop at MP71.4 belongs to Wise County Co-op since they furnish the pole and meter loop down through the meter socket. We go from the meter socket with our breaker box and underground cable. The material for that work was furnished to the crew and Mr. Chapman did that work."

As noted above, the connection through the meter socket NEVER became a carrier circuit. That the Carrier exercised an option available to it does not support the erroneous conclusion made here.

Further, the Majority compounds its error in view of the fact that the claim was only for the meter loop and Claimant made the connection to carrier circuits. Claimant here is being enriched for work that did not belong to the craft.

  
P. V. Varga

  
R. L. Hicks

  
J. E. Yost

  
M. W. Fingerhut

  
M. C. Lesnik