

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31493
Docket No. SG-31408
96-3-93-3-149

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(National Railroad Passenger Corporation
((AMTRAK)

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Railroad Passenger Corp. (Amtrak-N):

Claim on behalf of J.C. Williams, C.A. Hughes and J.P. Dumont for payment of twenty-four (24) hours each at their straight time rates, on account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when on May 16, 17 and 21, 1991, it allowed or permitted employees not covered by the Signalmen's Agreement to perform work reserved to Signalmen. Carrier File No. NEC-BRS(N)-SD-572. BRS Case No. 8905-Amtrak(N)."

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 or employee 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 were given due notice of hearing thereon.

The dispute in this case concerns Carrier's use of Signal Linemen who are represented by the International Brotherhood of Electrical Workers (IBEW) to perform certain signal line relocation work which the Signalmen's Organization contends belonged exclusively to employees represented by the Brotherhood of Railroad Signalmen (BRS).

The Board gave due notice to the IBEW, as an interested third party, relative to the pendency of this dispute. The IBEW presented a Submission and appeared before the Board.

The BRS Scope Rule which is in question in this case reads, in pertinent parts, as follows:

"This agreement covers rates of pay, hours of service and working conditions of employes, except engineering and clerical forces, and supervisory forces above the rating of Foreman, engaged in the construction, repair, inspection, testing, and maintenance either in the railway signal shop or in the field of all railway signal equipment used in connection either directly or indirectly with train operation regardless of its type or how actuated, including all kinds of interlocking, block signals, car retarder systems, remote control of switch and signal systems, wayside train stop and cab signal systems, all signal circuit wiring, signal storage batteries and signal storage battery charging systems, signal substation for generation or change of characteristics of current and all appurtenances necessary to such systems, also all highway crossing protection devices electrically operated and automatically controlled by track circuits or in conjunction with wayside signal system except work of erection and removal of signal masts and platforms in the electric zone. All other work generally recognized as signal work.

UNDERSTANDING: The line of demarcation of the signal forces in relation to associate departments is the point the following work terminates -- namely: the signal men shall handle all signal work, up to and connections with the secondary leads of Service Transformers, all equipment for train stop, train control and cab signals up to and attached to the rails, all signal system wiring up to and including connections of terminals of aerial wires, aerial cables, underground conduit system cables and submarine cables; also the placing of all signal parkway or signal trenchlay cable but not the excavating that would involve the tracks, ties or ballast. All other digging in connection with signal installation will be done by signal forces. All concrete foundations for signal and interlocking apparatus to be done by the signalmen except foundations for signal bridges.

The scope excludes employes at the Cos Cob Power Plant and the Signal Power Supply facilities at New Rochelle Junction and Water Street, New Haven, (U. I. Co. supply).

The scope rule is predicated upon conditions and practices as in effect on this property. It does not add anything to the work which signal forces have heretofore performed on this property or take away from them work which they have heretofore performed."

There is no real dispute relative to the actual work which was performed. There existed in the territory in question a signal pole line which was maintained by IBEW Signal Linemen pursuant to the exception which existed to the BRS Scope Rule. On the dates in question, IBEW Signal Linemen relocated a section of the aerial pole line from the poles and placed the cables in a conduit which ran under a bridge so as to free-up the area above the bridge for construction work to be performed by State agencies. The signal line continued as an aerial pole line on each side of the bridge. The disputed work involves the relocation of that section of the signal cable which was placed in the conduit under the bridge.

The Board reviewed the BRS Scope Rule and considered the respective arguments and positions of the parties. There is but one conclusion which can be reached on the basis of the fact situation which exists in this case. That is, that there was no violation of the BRS Scope Rule because of the moving of the existing IBEW-maintained signal cable line from the aerial poles to the conduit under the bridge. There is no evidence in the case record that the under-bridge conduit was ever dug in, nor was there any termination point of the cables. The cable line was merely relocated in the area of the bridge from the aerial pole line to the conduit under the bridge, nothing more.

The Organization failed to meet the required burden of proof to show that IBEW employees performed any work which is reserved exclusively to BRS Signalmen. Therefore, the claim as presented is denied.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 23rd day of May 1996.