

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 31982
Docket No. SG-32433
97-3-95-3-332**

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

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Grand Trunk Western Railroad Incorporated**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Grand Trunk Western Railroad (GTW):

Claim on behalf of K. A. Taylor, W. A. Moberg, T. O. Cohan, and E. D. Miller for payment of 40 hours each at the straight time rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it utilized other than covered employees to install equipment for a fuel tank indication system at Flatrock, Michigan, and deprived the Claimants of the opportunity to perform this work. Carrier's File No. 8390-1-81. General Chairman's File No. 94-08-GTW. BRS File Case No. 9649-GTW."

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 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.

As Third Party in Interest, the International Brotherhood of Electrical Workers was advised of the pendency of this dispute and chose to file a Submission with the Board.

The Carrier used a contractor to excavate a trench and install underground conduit and wiring for a fuel tank overfill alarm at the Flat Rock Yards on the former Detroit, Toledo and Ironton Railroad property. The Organization claims this work was improperly assigned to non-covered individuals.

The Organization's Scope Rule covers:

“ * * *

Rule 1 (a) All signals and signaling systems; traffic and centralized traffic control systems; interlocking plants and interlocking systems; train stop and train control systems, except on rolling stock; car retarder and car retarder system; electrically operated highway crossing warning devices and their appurtenances and systems; electric switch lamps, train order signals, wide and high load and other detector systems and devices used in connection with the systems and devices covered by this Agreement; track bonding and bonding for static electricity protection; hot box detector devices and systems.

(b) ... construction, excavating ... work in connection with the installation, repair and maintenance of any system or equipment covered by paragraphs (a) and (d).

* * *

(d) On the former DT&I: telephone and other communications systems and devices

* * *

A December 21, 1967 Addendum Agreement amongst the Carrier, the Organization and the IBEW outlines the division of work at Flat Rock:

"It is our understanding that it has been mutually agreed electricians and signalmen will perform the following work in connection with the maintenance of electrical, signal and communication facilities between Hall Road and Vreeland Road, Flat Rock, Michigan.

Signalmen Work

Pump unit including control/indication-wiring.

Retarders, Control Stations and Hydraulic Pipe Lines.

Electrician's Work

Maintenance of 40 H.P. Hydraulic pump motors and associated wiring. There are presently two such motors.

13.2 KV Primary Switch Gear.

13.2/440 Transformer, 300 KVA.

All primary and Secondary Power Pole Lines.

All flood lights in Yard area including controls and wiring.

Tower lighting, heating, A/C.

Stand by generator, diesel, 220 KV including fuel supply, transfer switch.

New Yard Office Building.

Diesel Fueling Area.

Rip Track Building.

It is also understood that signalmen will continue to perform such other work as in the past outside of Hall and Vreeland Roads.

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The IBEW intervened in this matter. The IBEW and the Carrier assert that the work was IBEW work.

The work was Signalmen's work. The work in question was clearly construction and excavation in connection with the installation of systems and equipment on the former DT&I as specified in Sections (b) and (d) of the Organization's Scope Rule. Moreover, the work was clearly work performed on control/indication systems and equipment at Flat Rock as covered by the December 21, 1967 Addendum as Signalmen's work. On the property it was pointed out that, locally, the IBEW even agreed that the work was Signalmen's work.

In light of the above, the Carrier and the IBEW cannot now maintain that the work belonged to the IBEW. Those parties cannot now disavow such clearly made previous contractual commitments and acknowledgments that this kind of work was Signalmen's work.

This was Signalmen's work. By diverting the work to non-covered individuals, the aforementioned Agreements have been violated. Claimants shall accordingly be made whole for the lost work opportunities.

AWARD

Claim sustained.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 6th day of May 1997.