

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 32479  
Docket No. SG-32994  
98-3-96-3-380

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

**(Brotherhood of Railroad Signalmen**  
**PARTIES TO DISPUTE: (**  
**(CSX Transportation, Inc. (former Chesapeake &**  
**( Ohio Railway Company)**

**STATEMENT OF CLAIM:**

**"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (C&O):**

**Claim on behalf of S.H. Willey, W.R. Meadows, W.L. Duncan, J.L. Harvey and G.E. Lego for payment of four hours each at the straight time rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it used a non-covered employee to install a signal pole at Thurmond, West Virginia on March 7, 1995, and deprived the Claimants of the opportunity to perform this work. Carrier's File No. 15 (95-213). General Chairman's File No. 95-211-CD. BRS File Case No. 9743-C&O."**

**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 (IBEW) was advised of the pendency of this dispute and chose to file a Submission with the Board.

The Claimants in this dispute contend that the Scope provisions of the Signalmen's Agreement were violated when Carrier used employees from its Electrical Department represented by the IBEW to perform certain work near Thurmond, West Virginia, on March 7, 1995. Carrier asserts that the use of employees represented by the IBEW for the work in dispute is consistent with past practice and represents no violation of the Agreement. The IBEW submitted a Third Party Response arguing that the Organization failed to establish that the work in question, under the circumstances presented here, belongs exclusively to the Signalmen's craft.

The record indicates that personnel from Carrier's Electrical Department, while removing high voltage lines from poles near Thurmond, determined after stripping electrical wires from one pole that it was leaning dangerously, and proceeded to set a new pole in its place. The Organization claims that once electrical wires were taken from the pole, leaving only signal wires, work on the pole belonged to its craft.

Signal Maintainer Willey was present on the scene, and did not challenge replacement of the pole by IBEW employees. Claimants Harvey, Meadows and Lego arrived a short time thereafter. All four then used the Electrical Department's bucket truck to transfer the signal wires from the old crossarm to the new one.

We carefully reviewed the record evidence and considered the arguments of all parties presented at the Referee Hearing in this matter. Based upon that review, we conclude that in this instance Carrier's electrical employees performed no work that could be characterized exclusively as signal work. Rule 1, Scope, upon which the Organization relies, is undeniably general in nature, does not specifically relegate installing poles to the Signal craft and, as nearly as can be determined from the record here, historically has been performed by Signal Department employees, Electricians and Communications employees and others. Nor is there any basis on the record here to support the IBEW's contention that its Agreement confers the exclusive right to perform all work on pole lines.

Because the Organization has not shown that by tradition, custom and practice on the property its membership has performed the disputed work to the exclusion of all others, the Board concludes that the Petitioner's Agreement was not violated.

**AWARD**

Claim denied.

**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 February 1998.