

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34987
Docket No. SG-33973
00-3-97-3-482**

The Third Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Consolidated Rail Corporation**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):

Claim on behalf of R.B. Aleski, et al., 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 used non-covered employees to install communication cable between Ambridge, Pennsylvania, and Conway Yard, beginning October 30, 1995, and deprived the Claimants of the opportunity to perform this work. Carrier's File No. SG-890. General Chairman's File No. RM2868-2-696. BRS File Case No. 10316-CR."

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.

Between October 30 and December 13, 1995, the Carrier installed underground fiber optic cable between Ambridge, Pennsylvania, and Conway Yard in Pittsburgh.

Signalmen represented by the Brotherhood of Railway Signalmen (hereinafter referred to as the BRS or the Organization) installed the fiber optic cable. Members of the International Brotherhood of Electrical Workers (IBEW) also worked on this project. The IBEW-represented employees installed rope in manholes at Conway Yard; set an instrument housing near Ambridge Road; delivered cable for installation by Signalmen; and used a backhoe to dig trenches for the cable and then backfilled the trenches. In short, employees of the electrical craft assisted the Signalmen who installed the fiber optic cable.

On or about December 17, 1995 the Organization filed a claim on behalf of 23 of its members who work on Seniority District No. 15 contending that the aforementioned work performed by Electrical Craft employees accrued to Signalmen by their Scope Rule with Conrail. The Organization requested that these 23 Signalmen each be compensated 40 hours' pay at the straight time rate for the work performed by electrical craft employees on the project.

The Carrier denied the claim insisting that the Signalmen's Scope Rule did not reserve the work performed by the electrical craft in assisting Signalmen with installing fiber optic cable to Signalmen. Nor have Signalmen exclusively performed this work on Conrail, according to the Carrier. Moreover, the Carrier contends that the claim is excessive in any event.

The property between Ambridge and Conway Yard is former Pennsylvania Railroad territory. Therefore, pursuant to the savings clause in the Signalmen's Scope Rule with Conrail, Signalmen have the contractual right to install "office equipment of communicating systems" on this territory. Fiber optic cable comes within this rubric. Accordingly, the installation of fiber optic cable between Ambridge and Conway Yard was reserved to Signalmen by their Scope Rule with Conrail.

It is undisputed that Signalmen did, in fact, install the fiber optic cable between Ambridge and Conway Yard. At issue here is whether the ancillary work performed by Electrical Craft employees in support of the fiber optic cable installation also belonged to Signalmen by the Scope Rule. The Organization contends that inasmuch as all of this work was part of the installation process it accrued to Signalmen by the Scope Rule.

In the Board's view, what must be determined here is whether the support functions performed by the Electrical Craft employees on the project were such an integral part of the installation of the fiber optic cable that the Signalmen's Scope Rule encompassed this work. If so, these tasks should have been performed by the Signalmen on the project.

Conversely, if the support activities were merely an adjunct to the installation itself then the Signalmen's Scope Rule did not encompass this work. Under these circumstances, Signalmen were only entitled to this work if they could demonstrate that they had exclusively performed it in the past.

It is the considered opinion of the Board that the tasks assigned to the Electrical Craft employees were ancillary to the installation of the fiber optic cable. Transporting material to the job site and digging trenches for the cable was not part of the installation process, in our view. Nor was installing rope in manholes in Conway Yard and setting an instrument housing near Ambridge Road an inherent part of the installation of the fiber optic cables. Therefore, the Signalmen's Scope Rule did not encompass these support functions. Further, the Organization has not established that Signalmen have exclusively performed these tasks on this former property. For these reasons, the claim must be 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 20th day of September, 2000.