

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Hubert Wyckoff, Referee.

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the Pennsylvania General System Committee that Telegraph and Telephone Maintainers W. L. Beauchamp and W. J. Curran be paid four hours' pay, at their then current rate, at time and one-half, on May 14, 15, 16, 17, 19, 20, 21, 22, 23, and 24, 1947, by reason of Electric Traction Department employees engaged in inspection of foreign wire crossings on north end of Maryland Division.

EMPLOYEES' STATEMENT OF FACTS: Foreign wire crossings, as involved in this dispute, are locations where wires and cables of a foreign company cross the railroad property. The inspection of such foreign wire crossings consists of checking the condition of all apparatus used to convey such wires over the property, and other necessary inspection in accordance with agreement between the railroad and the company owning such wires and cables. These inspections are necessary to maintenance of signal lines (circuits) and telegraph and telephone lines.

The inspection of foreign wire crossings in electrified territory is made annually; main line territory, other than electric territory, every two years; branch lines, other than electrified territory, every three years.

Form C. E. 214-(a) is provided by the Carrier to be used by the employee making such inspections when submitting his report. (See Brotherhood's Exhibit No. 1.)

It has always been the practice for the employees of the Telegraph and Signal Department to make these inspections. On the dates specified in the claim, the Supervisor, Telegraph and Signals, used a Power Director, an employee of the Electric Traction Department, to perform this work.

The claimants were available and qualified to perform this work and to make report of such inspections.

Inspection of foreign wire crossings is being made by T. & S. Maintainers where Electric Traction Department does not exist on the property.

There is an agreement between the parties involved in this dispute bearing effective date of June 1, 1943. We understand there is a copy of this agreement on file with this Board, and request is made that it be made a part of the record in this dispute.

This claim has been handled in the usual manner on the property without reaching a satisfactory settlement.

thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The Carrier has shown that under the applicable Agreement the work in dispute does not accrue exclusively to employes covered by that Agreement, and that the Agreement does not provide for the payment of the compensation which is claimed.

Therefore, the Carrier respectfully submits that your Honorable Board should dismiss the claim of the Employes in this matter.

(Exhibits not reproduced.)

OPINION OF BOARD: This case presents the question whether the inspection of foreign wire crossings in electrified territory is Signalmen's work.

These foreign wires are not owned or maintained by the Carrier; nor are they related in any way to the installation, maintenance or operation of the Carrier's equipment. They are inspected merely as a safety precaution, though those who own or maintain them may also do so.

In electrified territory much of the T. & S. equipment is underground. The catenary system over which foreign wire must cross is not installed or maintained by Signalmen, and even where the signal power lines in electrified territory are carried on the catenary poles, such signal power lines are not maintained by Signalmen but by employes of another craft. The electric transmission line incident to the catenary system carries a voltage of 132,000 and the contact wire from which the locomotives get the current to operate their motors carries a current of 11,000 volts. Signalmen who work in electrified territory normally do not work with equipment of this kind, or with such high voltages, or with signal power lines carried on catenary poles.

From the safety standpoint, foreign wire crossings are of concern to the Telegraph and Signal Department, as well as the Electric Traction Department. Thus, if a foreign wire should fall, it would perhaps more likely foul the catenary system and stop trains; but it might fall in such a way as to affect the signal system.

It is established and admitted that inspection of foreign wire crossings in non-electrified territory is and always has been considered to be Signalmen's work.

In electrified territory the practice on other roads is not consistent, but there is no showing that the scope rules are identical. While the record is not free from conflict, we gather that Signalmen have performed the work in disputes since 1928, or at least since the early 1930s, until 1945 whence the inspections have been made by an employe in the Electric Traction Department.

This work is an odd job. It involves the mere inspection of property which is neither owned by the Carrier nor employed or used in the operation of the Carrier's business (see Award 4783). For all practical intents and purposes, the inspection is at best an indirect form of precautionary maintenance of the catenary system.

The Scope Rule quoted in the submissions contains no specific description of work that would cover these inspections. The Organization relies upon the clause:

"and all other work in connection with installation and maintenance thereof that has been generally recognized as telegraph, telephone or signal work * * *."

The inspections are far less closely related to work described in the Scope Rule than maintenance of signal power lines when carried on catenary poles in electrified territory which is admittedly not Signalmen's work.

We therefore conclude that these inspections are not covered by the Scope Rule.

Since the work is clearing not within the Scope Rule, contrary practices are not controlling.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

The Scope Rule of the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 20th day of March, 1951.