

Award No. 14943
Docket No. SG-14649

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George S. Ives, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Scope Rules (a), (b), (l) and (m) as well as the seniority rules, during October of 1962, when Communications Department employees were assigned to install forty (40) crossarms and associated items between "Q" crossing and Short Line Junction Tower in order to provide pin space for signal wires which were later installed by Signal Department personnel.

(b) The Carrier now be required to pay Foreman L. C. Zinsmeister and the men assigned to Gang No. 8 at the time of the violation an amount of time at the punitive rate equal to that which the Communications Department employees were used to perform the aforementioned work. This pay to be in addition to what they have already been paid on the dates involved. [Carrier's File: L-130-264]

EMPLOYEES' STATEMENT OF FACTS: This dispute is a result of Carrier using Communications Department employees to install 40 new ten-pin crossarms, glass insulators and pins between "Q" crossing and Short Line Junction.

It was necessary to install the crossarms in order to provide pin space for additional signal wires needed for the extension of the code line from Short Line Junction where it was terminated. This job was a part of the over-all project of installing Centralized Traffic Control, CTC, between Des Moines and Carlisle which cities are located 10.9 miles apart in Iowa.

After the crossarms were installed by others, Signal Department Personnel performed the work of stringing the new lines and installing them on the crossarms.

On this property the Communications and the Signal Departments use the pole line jointly. Some of the wires located thereon are communications wires and the others control signal facilities. The employees of each department perform the necessary work on their portion of the pole line.

(l) Appurtenances of the above items.

(m) All other work generally recognized as signal work."

3. On August 20, 21 and 22, 1962, two (2) communications gang linemen assisted the section lineman in replacing 6 ft. 6-pin crossarms with 10 ft. 10-pin crossarms on Communication Department poles between Short Line Tower and the Chicago, Burlington and Quincy Railroad crossing.

4. The instant claim was handled in accordance with the Railway Labor Act on the property. Carrier's position is outlined in Exhibits A and C and the Organization's position is shown in Exhibit B.

(Exhibits not reproduced.)

OPINION OF BOARD: The disputed work involved in this controversy was occasioned by the installation of Centralized Traffic Control between Des Moines and Carlisle. Carrier found it necessary to have code line wires between the "Q" crossing, where the signal line ended, and the Short Line Tower. Existing poles under the jurisdiction of the Carrier's Communication Department had only six-pin arms through this vicinity and ten-pin arms were needed and installed by communication linemen between August 20 and 22, 1962, to accommodate both the existing communication wires and the two new signal wires. Thereafter, the Signal Department employees strung the two signal wires on the crossarms and the communication wires were strung along side by employees of the Communication Department.

The record is unclear as to whether or not glass insulators and pins, which supported the signal wires, were installed by signal employees on the ground as urged by Carrier or installed by other employees of the Carrier as asserted by Petitioner.

Petitioner contends that communication employees did all of the work in connection with the code line wires, except the stringing and hooking up of the signal wires, and that such other work, including the installation of forty (40) crossarms and associated items, should have been performed by Signal Department employees under the Scope Rule of the Agreement between the parties.

Petitioner relies upon the following sections contained in the Scope Rule as authority for its position.

"SCOPE

This agreement covers the rates of pay, hours of service, and working conditions of all Signal Department employees classified herein engaged in the construction, repair, installation, inspection, testing or maintenance, including such work performed in the railroad's Signal Department Shops, of the following:

(a) Electric, electro-pneumatic, pneumatic, electro-mechanical, or mechanical interlocking systems; wayside equipment used in connection with cab signals, semaphore, color light, position light or color position light signals and signaling systems; including the erection and maintenance of signal bridges and signal cantilever structures; electric,

electro-pneumatic, pneumatic, mechanically operated signals and signaling systems, car retarder systems; centralized traffic control systems (train operation by signal indication); wayside automatic train controlling or stopping devices; highway crossing protective devices, other than mechanically connected or pneumatic highway crossing gates.

(b) High tension and other lines of the Signal Department, overhead or underground, poles and fixtures, wood, fibre, iron or clay conduit systems, transformers, arresters, distributing blocks, track bonding, wires or cables, including cables, lines and fixtures which are a part of and used for operation of signal or interlocking systems installed on poles or in ducts which are not a part of such systems.

* * * * *

(l) Appurtenances of the above items.

(m) All other work generally recognized as signal work."

The Scope Rule is specific in that it purports to describe the work covered by the Agreement. A careful examination of the Rule, and particularly paragraph (b) thereof, supports Petitioner's contention as to work on poles on which signal lines are attached if such poles are a part of the signal system. Moreover, it supports Petitioner's contention that signal department employees have the right to install the pins and insulators which support the signal wires even though such wires are carried on poles which are not Signal Department property.

Here, the poles to which the ten-pin crossarms were attached are the property of the Communications Department and primarily used for communications purposes. Employees of the Communications Department are responsible for their maintenance and we find no significance in the fact that the crossarms installed were taken from Signal Department supplies under the circumstances involved herein.

Said poles carried Communication Department wires exclusively before signal wires were added along with the communication wires. Inasmuch as the evidence supports a finding that the poles and crossarms are not part of the signal system and that their primary use continues to be for communication purposes, we conclude that the installation of such crossarms did not constitute protected work covered by the Scope Rule of the Agreement. Award 3999.

Petitioner asserts that employees other than Signal employees installed the pins and insulators before Signal employees strung the new lines on the crossarms. Carrier denies that such work was performed by other than signal employees. Neither party offered any probative evidence to support its assertions. The burden is upon Petitioner to support its assertion with competent evidence. Therefore, we find that Petitioner has failed to prove that the installation of pins and insulators was performed by other employees of Carrier outside the Scope of the Agreement between the parties.

In view of the foregoing and under the particular circumstances of this dispute, we must deny the Claim in its entirety.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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

That the Agreement was not violated.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 16th day of November 1966.

DISSENT TO AWARD 14943, DOCKET SG-14649

The Majority correctly finds that certain work, even on poles which are not Signal Department property, belongs to Signal Department employees. The Majority errs, however, in narrowing the clear language of paragraph (b) of the Scope Rule to eliminate the crossarms involved. The relevant language reads:

“ * * * including cables, lines and fixtures which are a part of and used for operation of signal or interlocking systems installed on poles or in ducts which are not a part of such system.”

which clearly gives Claimants the right to install the crossarms, replacement of which was made necessary only because of installation of Centralized Traffic Control through the area.

Further error is committed by the Majority in its treatment of the evidence submitted by the Employees in support of their contention regarding installation of the pins and insulators. During handling on the property the Employees positively asserted that the pins and insulators in question were installed by Communication Department employees during a period when Claimants were absent on time off. Carrier never denied nor even challenged said statement. Therefore, to hold, as the Majority does, that the Employees have failed to support their contention with probative evidence not only disregards the facts but also reflects reasoning that is not conducive of good employee-employer relations. For these reasons, I dissent.

**G. Orndorff
Labor Member**

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