

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23259

Docket Number SG-23290

Carlton R. Sickles, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railroad Signalmen
(Central of Georgia Railroad Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railroad Company:

On behalf of Signal Inspector F. A. Downs; Signal Maintainers R. F. Stanfield, E. G. Hammock and R. Hodges; Signalmen M. E. Glenn and C. R. Johnson; Floating Signalmen D. P. Johnson and W. E. Windham; Traveling Signal Maintainers R. H. Varner, E. E. Murdock and W. S. Hardy, for all man hours worked by contractor employees on removal of signal pole line between Gordon and Ocmulgee, Georgia, beginning on Monday, November 6, 1978, but no less than 120 man hours per week, to be divided equally between the claimants, or the amount of \$9,900.00 to be divided equally among the claimants which, according to information obtained by the organization, is the amount carrier paid the contractor to remove the signal pole line." (General Chairman file: CG-34. Carrier file: SG-373)

OPINION OF BOARD: The Carrier employed an independent contractor to remove a signal pole line which had been replaced by underground cable which was no longer functioning. The claimants cite the scope rule of the contract which is as follows:

"This agreement covers the rates of pay, hours of service and working conditions of all employees, classified herein, engaged in the construction, installation, repairing, inspecting, testing and maintenance of all interlocking systems and devices; signals and signal systems; wayside devices and equipment for train stop and train control; car retarder and car retarder systems; centralized traffic control systems; operative gate mechanism; operative highway crossing protective devices; spring switch mechanism; electric switch targets together with wires and cables; iron train order signals; signal cantilevers; power or other lines, with

"poles, fixtures, conduit systems, transformers, arrestors and wires or cables pertaining to inter-locking and signal systems; interlocking and signal lighting; storage battery plants with charging outfits and switch board equipment; sub stations, current generating and compressed air plants, exclusively used by the Signal Department, pipe lines and connections used for Signal Department purposes; carpenter, concrete and form work in connection with signal and interlocking systems (except that required in buildings, towers and signal bridges); together with all appurtenances pertaining to the above named systems and devices, as well as any other work generally recognized as signal work."
(emphasis added)

We note that the rule does not specifically include the removal of abandoned pole lines.

The Carrier cites Award No. 12800. Upon analysis of this award, which involved the Carrier's parent company, Southern Railway Company and the Brotherhood of Railway Signalmen, we find that the facts are not sufficiently distinguishable in this instance to reach a different conclusion than that reached in the award.

In the matter before us, the signal employes had relieved the pole line of all functions. The abandoned pole line now served no signaling function. Award No. 12800 provided in part as follows:

"The Scope Rule provides that, 'Signal work shall include the construction, installation, maintenance and repair of signals.' The work the contractor performed was the removal of abandoned and retired equipment; since once the signalmen had severed the signal connections, the wires, lines, and poles no longer existed as part of a signal system. The work, therefore, did not constitute the installing, maintenance, or repair of signals covered by the Scope Rule. Our position is consistent with the findings in Award Nos. 8172 and 12023."

We hold that the claim is without merit. The Agreement was not violated.

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 Employee involved in this dispute are respectively Carrier and Employee 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A.W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 15th day of April 1981.