

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23904
Docket Number SG-24144

George S. Roukis, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen
{ Southern Pacific Transportation Company (Pacific Lines)

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation Company (Pacific Lines):

On behalf of the employees of Signal Gang No. 5, Eugene, Oregon (J. H. Mullen and A. J. Trojan) for twenty-four hours' pay at their signalman's rate account on June 23, 24 and 25, 1980, other than signal forces cleared brush and trees from under the signal pole line."

(Carrier file: SIG 152-419)

OPINION OF BOARD: The Organization contends that Carrier violated the Agreement, particularly the Scope Rule and Rules 43 and 72 when employees covered by the Maintenance of Way Agreement cleared brush and trees from under signal pole lines on June 23, 24 and 25, 1980 and requests that Claimants be paid at their Signalman's rate for the amount of time involved in this claim. It argues that when trees and brush interfere with the normal functioning of signal line circuits, it is the responsibility of signal employees to remedy the problem.

Carrier avers that the work of cutting and trimming such vegetation is not work that is specifically reserved to signal employees in the scope rule, but, in fact, is performed by employees represented by the Maintenance of Way Organization.

In our review of this case, we concur with Carrier's position. The pivotal question before this Board is whether the Scope Rule covered the disputed work. Close reading of the Signalman's Agreement indicates that it embraces the maintenance of pole line signal circuits, but the work performed on the aforesaid dates does not appear to constitute such maintenance. Trees and brush are obviously not part and parcel of signal pole lines and before pole line maintenance can be firmly established, it is necessary to demonstrate that trees and brush grew into the pole lines and interfered with or endangered signal operations. Since Claimants have not shown that these contingencies were present when the other employees performed the work, we are constrained by the facts of record to deny the claim. We take judicial notice that the Maintenance of Way Organization as an alleged third party of interest, filed a timely submission and we have carefully considered its arguments with respect to this issue.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 8th day of June 1982.

