



Award No. 5826

Docket No. 5651

2-GN-EW- '69

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee John J. McGovern when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, AFL — CIO
(Electrical Workers)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That in violation of the current agreement, the Carrier improperly assigned other than employees of the Communication Department to install and maintain hot box detecting and communicating equipment during the month of October, 1966.
2. That, accordingly, the Carrier be ordered to compensate Communication Department employees for 21 days compensation at the pro rata rate as follows:

Larry Koke, Lineman—168 hrs. @\$2.998 per hour equals \$503.66

Emil Grams, Lineman—168 hrs. @\$2.998 per hr. equals \$503.66

David Olson, Lineman—168 hrs. @\$2.998 per hr. equals \$503.66

J. Patterson, Lineman—168 hrs. \$2.998 @per hrs. equals \$503.66

EMPLOYEES' STATEMENT OF FACTS: Crew Linemen Larry Koke, Emil Grams, David Olson and Jerry Patterson, hereinafter referred to as the claimants, are employed by the Great Northern Railway Company, hereinafter referred to as the carrier. The claimants have been assigned by bulletin to positions as communication department crew linemen class 5 on communication crew CG-07, Butte Division. Communication department employees normally perform all maintenance and installation work on their assigned districts in accord with schedule rules governing communication department employees.

On or about October 1, 1966, the carrier assigned certain communication work to employees of the communication department. This work involved the vacating of wires, circuits and communication cables then in use for communication equipment and transferring of the same to other wire locations on the communication pole line and communications cables.

The reason for the just referred to transfer of wires and circuits was to make these hitherto other communication circuits available to installation of hotbox detecting and communicating devices. After the communications department employees had performed this preparatory work, the carrier assigned the installation and maintenance work of the hotbox detector devices on the Butte Division to employees of the signal department.

"Maintenance:

Signal Testman

1. Leading Signal Maintainer.
2. Signal Maintainer. General C.T.C. Maintainer, C.T.C. Maintainer.
3. Assistant Signal Maintainers.

Construction:

Signal Foreman

1. Leading Signalmen
2. Signalmen
3. Assistant Signalmen.
4. Signalmen Helpers."

As clearly shown by the scope, it covers, without exception, the construction, installation, inspecting, testing, maintenance and repair of various types of signals and systems, including all appurtenances of such signals and systems paragraph (f) specifically covers detector devices connected with signal system. As explained in our STATEMENT OF FACTS, the hot box detector is turned on by the dropping (de-energizing) of a track relay.

Our position is further supported by paragraph (g), because the indications from the hot box detector are transmitted by CTC equipment and over CTC circuitry, and indicated on the CTC control machine.

In view of the foregoing, we direct attention to awards of this and the Third Divisions which correctly recognized that signal work is classified by systems. Second Division Awards Nos. 1835, 2183, 2810, 2973, 3173, 3604, 3871, 4137, 4157, 4246, 4247 and 4326; Nos. 10730 and 12300 of the Third Division.

The position of this brotherhood is further supported by that portion of the signalmen's scope which states no employees other than those classified herein will be required or permitted to perform any of the work covered by the scope of signalmen's agreement.

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 waived right of appearance at hearing thereon.

Succinctly stated, the question posed by the instant case is whether or not the installation and maintenance of a hot box detecting device is work falling within the purview of the Electrical Workers Agreement as contended by the petitioning Organization. The work in question was assigned by the Carrier to its signal employees. The Latter, upon motion of the Carrier, was served with a third party notice, to which they replied, their reply having been made a part of this record. Consideration has been given to the substance of their reply in accord with **Transportation — Communication Workers, et al. v. Union Pacific R. R. Co.** 385 U. S. 157 (1966).

In October, 1966 Carrier installed for the first time, a hot box detective system. The installation and maintenance work involved was given to Signalmen. The Electricians claim the work in compliance with their Scope Rule 45 which reads as follows:

"Rule 45. Scope.

"This department will apply to and govern the employment, working conditions and compensation of all employes of the Telegraph Department covering the construction, repair and maintenance of the telegraph and telephone pole lines, wires, cables and associated work. Also the construction, repair, installation and maintenance of all telephone and telegraph apparatus, public address systems, public broadcast radio receivers, television receivers and apparatus, printer telegraph apparatus, train communication systems and any other system or method used for communication purposes." (emphasis supplied)

The issue presented and the parties are identical to those contained in Award No. 5740 (Dorsey), the substance of which was that where a Scope Rule is general in nature, Claimant must, by probative evidence, show that he has an exclusive right to the work by history, custom and tradition. Such evidence is lacking in this record and we are therefore compelled to issue a denial award.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 16th day of December, 1969.