

The Second Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

Parties to Dispute: (System Federation No. 42, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. That the Seaboard Coast Line Railroad Company violated the Communications Maintainers Agreement, including the provisions of Rule 1(a), by assigning certain radio work to employees of the Electrical Craft covered by another agreement, when such radio work should have been assigned to Communications Maintainers J. F. Speight, N. S. Howell and D. E. Butler.
2. That accordingly, the Seaboard Coast Line Railroad Company be ordered to compensate Communications Maintainer J. F. Speight in the amount of 8 hours at the overtime rate for work performed on May 12, May 17 and May 25, 1971; Communications Maintainer N. S. Howell in the amount of 12 hours at the overtime rate for work performed on May 13 and May 21, 1970; and Communications Maintainer D. E. Butler in the amount of 22 hours and 40 minutes at the overtime rate for work performed on April 13, May 12, May 13, May 17, May 21 and May 25, 1971.

Findings:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

The circumstances surrounding this matter, which are not in dispute, involve the installation and removal of radio equipment on an engine and several cabooses on five different days in 1971. Petitioner alleges that this work, which was accomplished by Shop Craft Electricians, should have been assigned to Communication Maintainers. It should be noted that both groups of employees are represented by the same Organization, but under separate Agreements, signed by the same Organization official and both effective January 1, 1968.

The record indicates that the work in question had been performed by the Electricians for many years on the predecessor railroads, Atlantic Coast Line and Seaboard Air Lines, and also on the current Carrier since 1968. In fact the Maintainers filed a number of claims in 1968, shortly after the effective date of the Agreement, objecting to being called to perform the disputed work when electricians were not available; this situation was corrected to conform to the Agreement. Rule 1 (a) of the Communication Maintainers Agreement and Rule 93 of the Shop Crafts Agreement both contain the identical proviso: "Mechanical Department Electricians will install and remove radio and radio equipment on locomotives and cabooses."

When the terms of an Agreement are clear and unambiguous, there is no need to look beyond it. When there is doubt as to the meaning of the terms of an Agreement, the conduct of the parties over time is the best evidence of their intent (Awards 3220, 1st Division Award 14328, Third Div. Award 12367). In the matter before us there is clear language of the Agreement and consistent practice of the parties, both of which leave us no choice: the claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated At Chicago, Illinois this 14th day of November, 1973.