

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20516
Docket Number SC-20092

David P. Twomey, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Western Maryland Railway Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood
of Railroad Signalmen on the Western Maryland Railway
Company that:

(a) Carrier violated the Signal and Communication Department Agreement, particularly the Scope, when it assigned electricians to install intercom system in and outside Western Maryland Shops at Hagerstown, Maryland.

(b) The employees of the Signal and Communication Department now be allowed an amount of time equal to that consumed by persons not covered or classified under the Signalmen's Agreement. BRS Case No. 4-1971

OPINION OF BOARD: The Carrier contends that the claim presented in this case is defective because the individual claimants are not identified as required by Rule 50(a) of the Agreement. Rule 50(a) does not require that the employees involved be named (11372). This Board has required only that the employee or employees involved must be described in the claim with such particularity as to make his or their identity known to the Carrier under the circumstances prevailing (11372). We caution that this Board continues to hold that if a further dispute will likely ensue in the process of identification, then the identification by reference is insufficient (15391, 14468). We find in this case however, that the identification of the 55 employees on the 1971 seniority roster is known to the Carrier, and we thus proceed to the merits of the case.

The Employees contend that Paragraph (n) of the Scope Rule of the Signalmen's Agreement reserves to Signalmen the exclusive right to install an Executone intercom system in the Carrier's Maintenance of Equipment Department shops at Hagerstown, Maryland.

The Carrier contends that the work in question is not exclusively reserved to Signalmen by Agreement since the section of the Scope Rule relied on is general in nature, "All work generally recognized as communication work." The Carrier asserts that the intercom installation was the first installation of its kind and thus could not be "generally recognized as communication work." The Carrier further asserts that the Signalmen have never been used for electrical work in shop areas under the jurisdiction of the Maintenance of Equipment Department; and that the work was properly assigned to shop electricians represented by the IBEW.

Paragraph (n) of the Scope **Rule** of the pertinent Signalmen's Agreement states:

"(n) All work generally recognized as **communication** work, except that this agreement shall not be construed as granting to employees coving within its scope the exclusive right to perform the work of constructing, installing, inspecting, testing, maintenance or repair of other than railroad owned facilities or equipment located on the property or in the offices of the **Railway** Company."

The language of Paragraph (n) is general in nature and does not specify that Signalmen shall have the exclusive right to install an intercom system. Therefore, to prevail, the Organization must show by competent evidence that by tradition, custom, and practice on the property, they have performed such work to the exclusion of all others.

Since **it is uncontroverted** that this installation in the Maintenance of Equipment Shops is the first intercom installation which has been made, the Organization clearly cannot sustain its burden of showing that Organization **employees** have by tradition, custom and practice performed such work. **Consequently**, we must deny the claim.

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:


Executive Secretary

Dated at Chicago, Illinois, this **8th** day of **November** 1974.