

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION :

Award Number **21430**
Docket Number SG-20978

William M. Edgett, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Bessemer and **Lake** Erie Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Bessemer and Lake Erie Railroad Company:

On behalf of Signal Maintainer **W. A. Delp** for 40 hours at straight **time** rate of pay account Maintenance of Way Department carpenters having replaced platform step planks on the front of various signal relay cases in his assigned territory on May 29 and 30, 1973, and June 1 and 4, 1973.

On behalf of Signal Maintainer R. D. **Flinn** for 40 hours at straight time rate of pay account Maintenance of Way Department carpenters having replaced platform step planks on the front of various signal relay cases in his assigned territory on June 6, 7 and 8, 1973. (Case No. 97)

OPINION OF BOARD: Carrier assigned carpenters represented by the BMW the task **of replacing** wooden *steps* or a number of signal relay cases. The work involved cutting three-inch boards to the proper size, drilling holes in them, and bolting them to angle-iron braces. The BMW has filed a submission **which takes** the position that the contested work is exclusively theirs.

The record shows that both **employees** represented by the Brotherhood of Railroad Signalmen and employees represented by the Brotherhood of Maintenance Way Employees have performed the work in question. The Scope Rule of the Brotherhood of Railroad Signalmen does not specifically cover the work in question, but does specifically cover a variety of work which is reserved exclusively to signal employees. For example, it reserves field painting of the inside of signal cases to signal employees. Claimants believe that that reservation strengthens their claim but the Board is of the opposite view. Signal cases are referred to only with reference to a reservation of inside field painting. If the parties had intended that other maintenance was to be performed exclusively by Signal employees they would have so stated in the Agreement or developed a practice which reflected that understanding. Neither the Agreement nor the practice reflects an understanding that replacement of steps is reserved exclusively to signal employees. On the contrary, the practice supports Carrier's assertion that **assignment** of replacement of steps may be made either to signal **employees** or carpenters represented by the **BMW**. **Accordingly**, the claim must be denied.

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FIXDINGS: 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:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1977.

