

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 29849
Docket No. SG-30027
93-3-91-3-427

The Third Division consisted of the regular members and in addition Referee Hugh G. Duffy when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(CSX Transportation, Inc. (former Baltimore
(& Ohio)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSXT, Inc. (B&O):

- (A) Carrier (Electricians) violated the Scope of the current Signalmen's Agreement, particularly Rule (d) Part 2, in particular 'Where power is supplied from other sources for Signal Department purposes, Signalmen's work will exclude work from such source to and including a fused switch or approved receptacle at designated point of delivery. Signalmen's work will include all work from such point of delivery to and including signal facilities.'

On or about the dates in the following paragraph, the carrier required and/or permitted the Electricians, - A. Skvarka and T.M. Sturm to install electrical wire from the point of disconnect to signal equipment at the following locations:

Williamstown	-	MP 79.2	--	12/18/89
Tallman	-	MP 102	--	01/11/90
Racine	-	MP 146.2	--	01/10/90

- (B) Carrier should now be required to compensate the above named employees ten hours each of this claim for the following hours:

4 hours for each employee-Williamstown-MP 79.2
3 hours for each employee-Tallman -MP 102
3 hours for each employee-Racine -MP 146.2

Total hours to be compensated for each employee is ten hours." Carrier's File No. 15(90-44). BRS File Case No. 8492-CSXT.B&O.

FINDINGS:

The Third 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 were given due notice of hearing thereon.

The Claimants in this dispute are Signalmen stationed at Parkersburg, West Virginia. On December 18, 1989, and on January 10 and 11, 1990, the Claimants worked with two roadway electricians in installing signal equipment at three different locations. The electricians made arrangements for running electrical lines to supply power for hot box detectors in bungalows which contained both signal and non-signal equipment. This work included running power feeds from the point of delivery (disconnect switch) to the bungalows. It is this last portion of the work which the Organization asserts is reserved to it by the Scope Rule of the Agreement.

Section (d) 2. of the Scope Rule reads as follows:

"2. Power lines installed primarily for signal purposes. Where power is supplied from signal power lines for other purposes Signalmen's work will include line taps, transformers and service lines up to and including a fused switch adjacent to said power line. Where power is supplied from other sources for Signal Department purposes, Signalmen's work will exclude work from such source to and including a fused switch or approved receptacle at designated point of delivery. Signalmen's work will include all work from such point of delivery to and including signal facilities."

The International Brotherhood of Electrical Workers ("IBEW") were given notice of the pendency of this dispute and filed a Submission and appeared at a Referee hearing on March 19, 1993, to present oral arguments as a Third Party participant. It claimed

the right to the electrical work in this dispute pursuant to its own Agreement with the Carrier, arguing that the purpose or use of the electrical power was not exclusively for a signal system, since the bungalows involved included communications facilities.

The Carrier asserts that neither craft can establish an exclusive right to the work, since the bungalows contained both signal and non-signal equipment. Since both crafts have a partial claim to the work, it argues, the Carrier is within its rights in assigning it to either one of the crafts.

After thoroughly reviewing the record in this matter, we conclude that the Organization has not carried its required burden of proof that it has exclusive rights to the work in dispute. While it has a colorable claim to the work, the IBEW in its Submission and during oral argument presented an equally colorable claim.

Given the facts and circumstances of this case, and the lack of clear guidelines for the Carrier to use in deciding which craft should perform the work, we conclude that the Carrier did not act in an unreasonable, arbitrary or capricious manner when it decided to assign the work to IBEW members. Having concluded that the Carrier is not in violation of the Agreement, we find it unnecessary to deal with certain procedural objections raised by the Carrier.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Catherine Loughrin Interim Secretary to the Board

Dated at Chicago, Illinois, this 26th day of October 1993.