

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 31497
Docket No. SG-31598
96-3-93-3-728

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Houston Belt and Terminal Railway Company

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Houston Belt and Terminal Railway Company (HBT):

Claim on behalf of W. Wright for payment of 16 hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it allowed or permitted outside employees to install telephone equipment on Carrier property on August 14 and 21, 1992, and deprived the Claimant of the opportunity to perform the work. General Chairman's File No. 92-59-H-S. BRS File Case No. 9183-HBT."

FINDINGS:

The Third 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.

This dispute involves a claim from an HB&T Communications Foreman which is predicated on the allegation that his rights were abridged when employees of the Union Pacific Railroad connected telephone lines for Union Pacific business cars which were parked on an HB&T track in Houston, Texas. The claim is based on the provisions of a Memorandum of Agreement dated August 27, 1953, between the Signalmen's Organization and the Houston Belt and Terminal Railway Company which reads as follows:

"Referring to conference of August 26, 1953: it was understood that Mr. Murray and Local Chairman Meredith make a survey of facilities to be included in 'signal work' as contained in scope of agreement.

This survey has been made, and it is understood that the following facilities will be included in scope:

All Houston Belt & Terminal Railway Company magneto telephones from Union Station to Tower 81, and the telephone circuit which serves them."

In the presentation and progression of this dispute, the Organization has not refuted Carrier's contention that the owning lines of HB&T - of which Union Pacific is one - have historically parked their business cars on HB&T property and have utilized their own employees to hook up and disconnect the telephone lines to their business cars. In addition, it is noted that the Memorandum of Agreement here in question refers specifically to HB&T "magneto telephones from Union Station to Tower 81, and the telephone circuit which serves them." The record fails to show that the telephone lines which were installed by the Union Pacific employees were between Union Station and Tower 81. Therefore, the provisions of the 1953 Memorandum of Agreement are not applicable in this instance. The claim as presented is denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 23rd day of May 1996.