

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34171
Docket No. SG-34361
00-3-97-3-979**

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

PARTIES TO DISPUTE: (
(Brotherhood of Railroad Signalmen
(Indiana Harbor Belt Railroad Company

STATEMENT OF CLAIM:

“Claims on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Indiana Harbor Belt Railroad (IHB):

- A. Claim on behalf of J. A. Monaco for payment of 12 hours at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when it allowed other than covered employees to perform work for the installation of an automatic equipment identification system at Blue Island Yard on December 20, 1996, and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. S-97-008. General Chairman’s File No. 97-24-IHB. BRS File Case No. 10446-IHB.**
- B. Claim on behalf of M. E. Lorenz, D. J. LaMorte, and B. E. McCallister for payment of 72 hours each at the straight time rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when it allowed other than covered employees to install equipment for an automatic equipment identification system at Blue Island Yard from December 10 to December 20, 1996, and deprived the Claimants of the opportunity to perform this work. Carrier’s File S-97-009. General Chairman’s File No. 97-23-IHB. BRS File Case No. 10447-IHB.**
- C. Claim on behalf of J. A. Monaco for payment of one hour per day at the time and one-half rate, beginning December 4, 1996, and continuing for the term of the violation, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule,**

when it allowed other than covered employees to perform maintenance work on automatic equipment identification systems, and deprived the Claimant of the opportunity to perform this work. Carrier's File No. S-97-007. General Chairman's File No. 97-25-IHB. BRS File Case No. 10445-IHB."

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 were given due notice of hearing thereon.

In December of 1996 automatic equipment identification systems (AEI), equipment reader systems using radio technology, were installed at Blue Island, Illinois. On December 20, 1996, Claimant J. A. Monaco, who was working in the position of Electronic Technician, performed work on the AEI system. During that same time period, in December of 1996, installations and other work on the AEI systems were performed by non-BRS employees. The Organization alleged in a claim dated January 18, 1997, that the AEI work accrues to the BRS. In a letter by P. M. Buckingham, Jr., dated January 27, 1997, the Carrier denied the appeal. Subsequent appeals were denied as well.

It is the Organization's position that work on the AEI systems, which replaced the automatic car identification (ACI) systems, does not involve new work but new technology. Therefore, the Organization asserts that the work required to install and maintain the new AEI systems falls under the Scope Rule of the Agreement.

The Carrier concedes that the AEI and ACI are similar, but contends that their technology makes them different. Specifically, the Carrier maintains that the new technology of the AEI system uses a radio transmitter and receiver, which requires the utilization of Federal Communications Commission (FCC) certified and licensed technicians. The Carrier asserts that their IBEW communications employees have the required licenses to install and maintain AEI readers on Carrier property.

After careful review of the record, the Board finds no evidence that the work in question accrues to BRS employees. There is no listing in the BRS Scope Rule that identifies AEI work. Accordingly, the Organization's burden of proof has not been met.

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 20th day of July, 2000.