

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 37387  
Docket No. SG-37214  
05-3-02-3-146**

The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.

**PARTIES TO DISPUTE:** (Brotherhood of Railroad Signalmen  
(BNSF Railway Company)

**STATEMENT OF CLAIM:**

***"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern Santa Fe (BNSF):***

**Claim on behalf of R. A. Chinadle, D. K. Brandon, R. D. Manning, Jr., J. C. Kaessinger, A. M. Silk, L. E. Thaut, T. C. Cook and W. E. Jensen, for 48 hours each at their respective straight time rates plus skill differential, account Carrier violated the current Signalmen's Agreement, particularly Rule 1 (Scope) and Rule 2 (Classification), when it allowed non-covered contract forces to install a Truck Performance Detector at MP 45.2 on the Oregon Division on November 8, 9, and 13, 2000 and deprived the Claimants of the opportunity to perform this work. Carrier's File No. 35-01-0015. General Chairman's File No. 01-027-BNSF-188-SP. BRS File Case No. 11933-BNSF."**

**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.

On the dates in question the Carrier utilized the services of an outside contractor to install Truck Performance Detectors while the Claimants were employed in various signal positions on the Oregon Division. The record reflects that Truck Performance Detectors measure the vertical and lateral forces of a freight car truck wheel as it passes through a "S" curve and that it does so through strain gauges that are welded to the rail. Once the forces are measured the data is then stored in an onsite computer and transmitted by phone line to a data base in the Mechanical Department.

The Organization contends that in doing so the Carrier violated the Agreement because the parties' Scope Rule covers the "... installation of ... other similar detector systems. . . ." This argument must be rejected, because although the Truck Performance Detectors are in fact "detectors," they are not, as shown by the Carrier without rebuttal, "similar" to other detectors. For example, they do not provide information to trains, do not stop a train if a defect is discovered, and are not tied into the signal system. Thus, we find that the work in question was not covered by the Scope Rule.

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 24th day of February 2005.