

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24016
Docket Number SG-23916

Josef P. Sirefman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Soo Line Railroad Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Soo Line Railroad Company:

On behalf of Signal Maintainer L. D. Suhsen for eight hours' pay account communication workers installed a hot box detector on or about July 9, 1979, and two hours' pay each week thereafter account communication workers assigned to maintain this equipment."

OPINION OF BOARD: On or about July 9, 1980, two lights were installed on the "hot box" detector house at Buffalo, Minnesota. The purpose of these lights was to advise an approaching train crew if the facility was "turned on", and if so, if any overheated wheel bearings, etc., were detected.

The petitioner contends that these lights constitute a signal device under the terms of his agreement with the Carrier, especially inasmuch as there was a connection to the centralized traffic control code line. The Carrier contends that there is no signal facility involved, and it assigned work thereon to its communications workers, represented by the I.B.E.W. The Carrier also contends that the I.B.E.W. is an interested party in this dispute and requests that we give notice to that Organization of the dispute's pendency.

The electricians' representative asserts that electricians have performed the work here in dispute since 1976 and refers to his exhibit as evidence thereof. As we view that exhibit, it refers to the "hot box" detector rather than the lights which are in dispute here, and since the electricians' submission is devoid of any evidence of past performance of this work and there being no reference thereto in the quoted classification rule, we must dismiss the electricians claim to this work.

The Carrier has shown that the Scope Rule of the petitioner's agreement does not specifically name the facility here in dispute; it further shows that the petitioner has not heretofore performed any like work. Under an agreement such as that here present, in order to prevail the petitioner must demonstrate that the work sought was conveyed to the covered employees by that agreement; one way of showing that is by past practice, another is by the unambiguous language of the agreement. The present petitioner refers to the Scope Rule of the parties' agreement and to definitions applied to some of its language by various authorities. We are also directed to certain awards of this Board. We are impressed by these citations, but none of them is sufficient to establish that it was the intent of the present parties to reserve this work to these employees. Therefore the Board denies the Claim.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 20th day of October 1982.

