

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36735
Docket No. SG-36163
03-3-00-3-370**

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Burlington Northern Santa Fe Railway
(former Burlington Northern Railroad Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern Santa Fe Railroad Co. (former Burlington Northern Railroad):

Claim on behalf of C. G. Hildebrant and J. Griffin for payment of eight (8) hours each at their respective time and one-half rates, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule when on July 4, 1998 Carrier allowed Communications Department employees to install an Epic II, overlay circuit at an AEI sight located at Mile Post 9 in Minneapolis, Minnesota, and deprived the Claimants of the opportunity to perform this work. Carrier's File No. SIA 98-12-18AA. General Chairman's File No. TC-13-98. BRS File Case No. 11354-BN.

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.

As Third Party in Interest, the International Brotherhood of Electrical Workers (IBEW) was advised of the pendency of this dispute and chose to file a Submission with the Board.

This dispute is over the Carrier's assignment of Communications Department employees represented by the IBEW rather than Signalmen to install an Epic II overlay circuit at an Automatic Equipment Identification (AEI) location in Minneapolis, Minnesota. (While not determinative here the IBEW, in its Third Party Submission, asserts it was an Epic III that was installed at this location.) The Epic II is an electronic device that superimposes a frequency on the rail to provide detection of train presence used exclusively for the operation of the AEI and is not tied into the signal system.

"... [A]ssembling, installing . . . radio equipment involved in automatic train or engine control systems . . . [and] automatic car identification systems . . ." are listed in the IBEW's Scope Rule (Rule 46). In Third Division Award 36376, we denied a claim by the Organization with respect to assignment of the installation of equipment connected to the AEI (a monitoring and recording device for a sliding wheel detector) to IBEW-represented employees. In that Award, we found:

"The Organization failed to show that the disputed work was connected to the signal system. The record shows the work was connected to AEI. The Organization has therefore not shown in this case that the disputed work was scope covered."

Given that the EPIC II overlay circuit is connected to the AEI; the coverage of AEI by the IBEW's Scope Rule; the lack of evidence in this case to show that the installation of this particular EPIC II overlay circuit is connected to the signal system; and for reasons stated in Award 36376, this claim must be denied.

Form 1
Page 3

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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 22nd day of October 2003.