

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 39284
Docket No. SG-39037
08-3-NRAB-00003-050452
(05-3-452)

The Third Division consisted of the regular members and in addition Referee Joyce M. Klein when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Alton & Southern Railroad Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Alton & Southern Railroad Company:

Claim on behalf of T. R. Carpenter for nine hours, A. M. Holdener for five hours, R. D. Kilman, Jr. for 11 hours, G. M. Maxwell for 41 hours and J. L. Pratt for 39 hours at their respective straight time rates of pay, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule when it allowed contractors (Comet Communications) to perform scope-covered work at the Alton & Southern Classification yard on July 5, 14, 15, 22, 27 and 28, 2004, and deprived the Claimants of the opportunity to perform this work. Carrier’s File No. 1405844. General Chairman’s File No. S-SR-559. BRS File Case No. 13207-A&S.”

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 July 5, 14, 15, 22, 27 & 28, 2004, the Carrier used a contractor rather than its signal employees to install automatic equipment identification (AEI) equipment on Alton & Southern property.

The Organization maintains that the installation of AEI equipment, which sends and receives radio frequency signals, is covered by the Scope Rule. The Organization acknowledges that the Claimants have not installed or worked on this equipment before, but argues that the Carrier has an obligation to provide training for such new signal equipment.

The Carrier asserts that this type of equipment is new to the A&S and its installation is not covered by the Agreement. The Carrier points out that its employees have never performed this type of work and would not have the ability to install it. The Carrier contends that the work of installing AEI equipment is not covered by the Scope Rule and there is no evidence of a past practice of installing such equipment. The Carrier likens the AEI systems to former ACI equipment, which performed the same function, but was not constructed or installed by signal employees on the A&S.

The Scope Rule does not specifically identify AEI work as covered. The Claimants have not previously installed AEI equipment. Nor have the Claimants installed its technological predecessor, because ACI equipment was never installed on the property. Under such circumstances, the Organization has not met its burden of proof that installation of the AEI system is covered by the Scope Rule. Accordingly, the claim must be denied.

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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 21st day of July 2008.