

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
(Coast Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Atchison, Topeka and Santa Fe Railway Company:

(a) That the Carrier violated the current Signalmen's Agreement when it assigned employees not covered by the Signalmen's Agreement to maintain the Carrier circuit equipment used to transmit TCS code between Fresno, California, and Bakersfield, California, Valley Division.

(b) That Signal Maintainers J. B. Peck, W. E. Parker, J. W. Gathright, A. E. Lewis, and V. L. Hoss be compensated at their respective pro rata rates of pay for all time worked by Communications employees who are assigned to maintain the equipment outlined in paragraph (a) of this claim. Compensation for the Claimants to commence sixty (60) days prior to the date this claim was presented to the Carrier in Local Chairman L. R. Silva's letter of November 1, 1960, and to continue as long as the work in question is assigned to employees who are not covered by the Signalmen's Agreement. [Carrier's File: 132-11808]

EMPLOYEES' STATEMENT OF FACTS: The Scope Rule of the current Signalmen's Agreement allots to employees covered by that Agreement the right to construct, install, maintain and/or repair the Carrier's centralized traffic control, including its appurtenances and appliances. The Signalmen's Agreement also states that signal forces will perform any work generally recognized as signal work.

Signal forces, until recently, have performed all work in connection with the apparatus used to transmit TCS code. For information of the Board, we point out that TCS and CTC are synonymous. Also, the Signal Section of the Association of American Railroads defines Centralized Traffic Control as:

Third: The use of Communications Department employees subject to the Shop Crafts Agreement to maintain the Carrier equipment at Fresno and Bakersfield, a portion of which is utilized for signaling, is in conformity with our past and present System practice without prior complaint or claim.

Fourth: The very nature of the Carrier equipment is such that it is neither practical nor possible to separate the mechanisms which control the additional telephone and telegraph circuits that are created by such equipment so as to have them maintained by two different classes of employees, i.e., Communications Department employees and Signalmen.

Fifth: Your appeal claim involves a jurisdictional question which directly concerns Communications Department employees represented by the International Brotherhood of Electrical Workers.

In conclusion, I also wish to state that my investigation developed that the routine maintenance of the Carrier equipment referred to by Communications Department employees does not exceed thirty minutes per month.

Yours truly,

/s/ L. D. Comer"

The claim in the instant dispute was, at the request of the petitioning Brotherhood's General Chairman, subsequently discussed in conference on October 31, 1961, which was confirmed by the Carrier's Assistant Vice President, Mr. Comer, in letter dated November 1, 1961 in which he agreed to an extension of 60 days to March 5, 1962 within which the petitioning Brotherhood had to appeal from the Carrier's final decision of April 5, 1961.

The claimants named in Item (b) of the Employees' claim were, as of the date the claim was initially presented to the Carrier, regularly assigned as Signal Maintainers with the territories and headquarters listed below:

Name	Headquarters	Assigned Section or Territorial Limits
V. L. Hoss	Bakersfield	MP 885 to MP 892.5
A. E. Lewis	Wasco	MP 892.5 to MP 923.5
J. W. Gathright	Corcoran	MP 923.5 to MP 961.5
W. E. Parker	Hanford	MP 961.5 to MP 994
J. B. Peck	Fresno	MP 994 to MP 1004

In their initial presentation, as well as in their subsequent handling of the claim in the instant dispute, the petitioning Brotherhood's representatives have not submitted any information whatsoever either as to (1) the nature of the "maintenance and repair of Carrier equipment" which they allege has been improperly assigned to and performed by "employees of the Communications Department," (2) the identity of the class of "employees of the Communications Department" that is alleged to have performed such "maintenance and repair" work, or (3) the locations and dates on which such "maintenance and repair" work was alleged to have been performed by other than signalmen.

OPINION OF BOARD: The Scope Rule governing this case gives Claimants the right to "... maintain and/or repair ... centralized traffic control, ... including all ... appurtenances and appliances."

Centralized Traffic Control (CTC) and Traffic Control System (TCS) are synonymous.

The disputed work has to do with a "C" Carrier telephone communication unit employed by Carrier in its Bakersfield telegraph office. Its principal function is to facilitate communications unrelated to the scope of the Signalmen's work but it also serves to transmit TCS phone and signal codes from their originating point in Fresno to Bakersfield. These code signals are in turn relayed over Communications Department microwave and then Signal Department line wires as the TCS is activated throughout the Valley Division of Carrier's line.

The claim on the property asserted Communications employes were assigned "to maintain the Carrier circuit equipment used to transmit TCS code between Fresno and Bakersfield." The claim stated:

"It is our position that all of the Carrier circuit equipment is appurtenances and appliances of the TCS, which is used for transmitting the TCS code circuits, and as such is signal work. . . ."

Though Claimants concede the "C" Carrier unit has multiple functions not related to signal work or TCS code transmission, no effort was made on the property to delineate that part of the unit denoted exclusively to transmission of the codes. Indeed, we are left in the dark by the record on the property as to whether or not such a part can be segregated. Claimants chose instead to claim all the work of maintaining the Carrier unit though its major function relates to communications work and though such work has been traditionally performed by the communications workers. We can not support this position.

We will support Claimants' right to maintain the TCS and its appliances and appurtenances, but we cannot separate one tentacle from the communication octopus without a clear showing it is severable without major harm to the main body.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 record fails to disclose a violation of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 10th day of November 1966.

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