Award No. 14973
Docket No. SG-14489

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

FLORIDA EAST COAST RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Florida East Coast Railway Company that:

(a) The Carrier violated and continues to violate the Scope and other provisions of the current Signalmen's Agreement when it farmed out or permitted employes not covered by the Signalmen's Agreement to install and maintain Carrier equipment and associated apparatus to be used to transmit CTC code between the CTC machine at New Smyrna Beach, Florida, and various CTC field locations.

(b) The employes of the Communications-Signal Department who are covered by the Signalmen's Agreement be compensated at their respective punitive rates of pay for an amount of time equal to that spent or which will be spent by outside workers performing the diverted work of installing and maintaining Carrier equipment and other apparatus to be used to transmit CTC code between the CTC machine at New Smyrna Beach, Florida, and various CTC field locations between New Smyrna Beach and Titusville, Florida.

(c) This claim is made on a continuing basis and is to include work which has already been performed by outside workers and is to include all future work that may be performed by such workers on the apparatus outlined above.

EMPLOYES' STATEMENT OF FACTS: During December 1962, the Carrier put into service the first centralized traffic control system (CTC) utilized by it to control the movement of trains. The employes covered by the Signalmen's Agreement performed part of the work of installing the CTC system, while a part of it was farmed out to outside companies and performed by persons not covered by the Signalmen's Agreement.

The work specifically involved in this claim consists of the installation and maintenance of signal eyuipment used to transmit CTC code between the CTC machine at New Smyrna Beach, Florida, and various field locations along the Carrier's line of road. This includes carrier equipment, line wire, and other apparatus for transmitting CTC code.

"Contrary to what you say, the Railway prior to December, 1962, did not have centralized traffic control signal devices on the property. When such devices were installed the work of installing them fell within the Scope of the Signalmen's Agreement and was, in fact, performed by employes working under that Agreement. No CTC code line, however, was installed, the Railway simply paying commercial rates to the Southern Bell Telephone and Telegraph Company to transmit the code over their facilties, not located on Railway property. Therefore, there can be no possible transfer or farming out of work as you now contend. Instead, the Railway simply connected its facilities to the existing lines of the Southern Bell Telephone and Telegraph Company, those lines never having been within the Scope of the Signalmen's Agreement and Railway signalmen never have enjoyed the right to work on those lines . . ."

Copies of Mr. Dubberly's letter of May 18, 1963, and Mr. Wyckoff's letter of May 29, 1963, are attached as Carrier's Exhibits I and J, respectively, and by reference are made a part of this Submission.

4. Employes of the Communications–Signal Department are represented by the Brotherhood of Railroad Signalmen. The Agreement in effect at the time of filing of the claims and prior to October 30, 1963, was that dated April 1, 1948, as revised effective September 1, 1949, of which Rule 1 reads as follows:

"This Agreement covers the rates of pay, hours of service and working conditions of all employes classified in Paragraphs (a) to (g) of this Rule engaged in the construction, repair, reconditioning, inspection, testing and maintenance, either in the shops or in the field, of the following:

1. All signals, interlocking and signaling systems, centralized traffic control systems, automatic train controlling or stopping devices, highway crossing protective devices, and all other work generally recognized as signal work, but not including signaling apparatus and devices attached to, or installed in, locomotives and cars.

2. Telegraph, telephone and other communication systems within the jurisdiction of the Communications–Signal Department.

3. Other work under the jurisdiction of the Communications–Signal Department being performed by employes within the scope of this Agreement on its effective date..

NOTE: Paragraphs (a) to (g) showing classification of employes not reproduced."

(Exhibits not reproduced.)

OPINION OF BOARD: In this dispute, Claimants allege Carrier violated the Scope Rule in permitting Southern Bell employes to install and maintain equipment and circuits used by Carrier to transmit CTC code between the CTC machine at New Smyrna Beach, Florida and various CTC field locations.

The record fails to establish that the employes of Southern Bell worked on equipment other than that owned by the telephone company. Having failed to meet its burden, and in accordance with Awards 14888 and 14889 (Zumas), Petitioners' claim must be dismissed.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1966.

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