

Award No. 15721
Docket No. SG-15771

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Wesley Miller, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

NEW YORK CENTRAL RAILROAD COMPANY
(Western District)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the New York Central Railroad Company (Lines West of Buffalo) that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, Rule 1, when it assigned and/or otherwise permitted employees of Bell Telephone Company on May 28, 1964, to install wire and brackets on the signal pole line (poles SS-1188 to SS-1166) in the vicinity of Mentor, Ohio, for the purpose of transmitting data from the Hot Box Detector at Mentor to Cleveland, Ohio.

(b) The Carrier be required to allow Leading Signal Maintainer A. J. Carbon, Signal Maintainer A. E. Timmis, and Assistant Maintainer C. L. Gorby eight (8) hours' pay each at their respective pro rata rates account of the Scope violation.

EMPLOYES' STATEMENT OF FACTS: Generally, this dispute arises from the installation of a hot-box detector system on a portion of Carrier's line of road in the vicinity of Mentor, Ohio.

Specifically, the dispute involves the installation by Bell Telephone Company employees of brackets and line wires on Carrier's pole line between Poles SS-1166 and SS-1188. The lines are used and necessary for the transmission of information from the wayside detectors to the office where a tape with respect to the heating of journals on rolling stock is produced, read, and interpreted.

The balance of the hot-box detector system was installed by Signal Department employees, and they claim a total of twenty-four (24) hours' pay, for the work they were not permitted to do, for the time which was devoted on May 28, 1965, by the employees of Bell Telephone Company to the work on Carrier's pole line.

The installation of a hot-box detector system near Indianapolis, Indiana, was the subject of a prior dispute between this Organization and Carrier. That case is currently before the Third Division; it is identified as Docket SG-13512.

of large groups of communications circuits, such as air lines, railroads, data processing companies, etc. This service provided not only channels for communications, but also made available means for improving and consolidating signal control and monitoring facilities in a manner previously impractical.

This dispute involves the installation by the Telephone Company of lines and brackets on pole line between SS-1166+00 and SS-1188+00, in the vicinity of Mentor, Ohio in connection with a Hot Box Detector. The hot box detector is located at Mentor, Ohio on the main line of the Lake Division of the Western District. This electronic device is a trackside installation for detecting journal temperatures automatically while a train is in motion by means of an infra-red optical system. The device is connected by cable to a trackside instrument cabinet from which the information is transmitted to the recording instrument located in the Lake Division Chief Dispatcher's office in the Cleveland Union Terminal, approximately 25 miles west of Mentor. The recorder produces a tape from the information transmitted from the Detector and this tape is read by various employees in the Dispatcher's office to determine if any hot boxes exist in the train.

Prior to the date of claim, the information was transmitted from the trackside instrument cabinet at Mentor to the recorder in Cleveland over New York Central Railroad Company-owned circuits. Communication Department employees who are not covered by the Signalmen's agreement installed and maintained this line in its entirety. This circuit, however, did not perform satisfactorily since it was on a communication line scheduled for abandonment and, for this reason, had not been maintained to proper standards. Arrangements were made with the Telephone Company to furnish transmission circuits between the trackside location and the Cleveland Union Terminal.

On the date of claim the Telephone Company installed its own lines and brackets on a pole line owned jointly by the Cleveland Electric Illuminating Company and New York Central which is located on this Carrier's right of way. The line in question was strung approximately 2,200 feet from a Telephone Company connection box to the New York Central-owned instrument cabinet and employees covered by the Signalmen's Agreement completed the hook-up in the instrument cabinet. They also completed the hook-up from the Telephone Company connection to the Recorder in the Chief Dispatcher's office. Communication Department employees subsequently removed the company-owned line at Mentor.

The Organization submitted the instant claims on the basis the installation of brackets and wires by the Telephone Company as described above constituted a violation of the Scope Rule of the Agreement.

OPINION OF BOARD: Prior to the date of this claim, information was transmitted from the Hot Box Detector (this electronic device is a trackside installation for detecting journal temperatures automatically while a train is in motion and is connected by cable to a trackside instrument cabinet from which the information is transmitted to a recorder instrument) at Mentor, Ohio, to the recording instrument in Cleveland, Ohio — over Carrier's circuits.

Carrier's circuits did not perform satisfactorily, and the old communication line from Mentor to Cleveland was scheduled for abandonment. During this period of time Carrier made arrangements with the Bell Telephone Company to furnish transmission circuits from the trackside location to the

Cleveland Union Terminal. The telephone company installed its own wire and brackets on a pole line owned by Carrier to make the connection between the instrument cabinet near trackside and the telephone company connection box, a distance of 2,200 feet. The distance between Mentor and Cleveland is approximately 25 miles, but except for the 2,200 feet of wiring, the Brotherhood did not object to the use of telephone company facilities for the transmission of hot box informational data to the Cleveland office.

We are convinced the old communications line from trackside to Mentor was abandoned by Carrier and that the new line in question was equipment belonging to the Bell Telephone Company. The poles on which the line was strung were Carrier property and on Carrier right of way. The transmission line from the instrument cabinet near trackside to the Cleveland office was the property of the telephone company, and this company assumed the responsibility for its maintenance.

In 1962 the Carrier instituted a program to modernize and integrate its communication facilities and in so doing it obtained from the Bell System a service offered to users of large groups of communications circuits. There is no evidence this occurred because Carrier wished to circumvent the Agreement of the Parties. We find no violation of the applicable Scope rule, namely, Rule 1 of the Agreement, and the evidence of past practice presented on the property is insufficient to justify our holding that the work in question herein belonged exclusively to Signalmen.

The neutral referee has no intention to write something in this decision which would impair or dilute the contractual rights of the Brotherhood of Railroad Signalmen.

We do not believe our recent Award 14888 is palpably erroneous. This Award (and other recent decisions sufficiently analagous to deserve consideration) reject the position of the Brotherhood in a case of this type.

Therefore, the present claim should be denied.

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 Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

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 June 1967.

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