

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19259
Docket Number SG-18587

Arthur W. Devine, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Louisville and Nashville Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company that:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when on or about February 12, 1968, it assigned, required and/or otherwise permitted other than signal employees to install A.C.I. apparatus at Siler, Kentucky, and subsequently assigned other than signal employees to perform maintenance, repair and/or inspection work thereon.

(b) Carrier should now be required to compensate O. N. Huddleson, Signal Maintainer, for four hours per week, or the actual amount of time other than signal employees spent in maintaining, testing, repairing and/or inspecting the apparatus in question, whichever number of hours is greater, at his overtime rate of pay, commencing sixty days prior to September 5, 1968, and continuing until the work of maintaining this apparatus is properly assigned to and performed by signal employees classified in and covered by the Signalmen's Agreement.

OPINION OF BOARD: The claim alleges that the Carrier violated the applicable signalmen's agreement, particularly the scope thereof, when on or about February 12, 1968, it assigned, required, and/or permitted other than signal employees to install Automatic Car Identification apparatus at Siler, Kentucky, and subsequently assigned other than signal employees to perform maintenance, repair and/or inspection work thereon.

In its submission to the Board the Petitioner states that a claim for the installation of the equipment was not filed within the time limit requirement, and that the claim is only for the maintenance, testing, repairing, and/or inspection of the Automatic Car Identification apparatus.

The Petitioner relies primarily on that part of the Scope Rule of the Agreement reading:

"This agreement covers the rates of pay, hours of service and working conditions of all employees, classified herein, engaged in the construction, installation, repair, inspecting, testing and maintenance of all interlocking systems and devices; signals

"and signaling systems; wayside devices and equipment for train stop and train controls; car retarders and car retarder systems; power operated gate mechanism; automatic or other devices used for protection of highway crossings; spring switch mechanism; electric switch targets together with wires and cables; train order signals in signaled territory and elsewhere within the limits of a signal maintainer's territory; power or other lines, with poles, fixtures, conduit systems, transformers, arresters and wires or cables pertaining to interlocking and signaling systems; interlocking and signal lighting; storage battery plants with charging outfits and switch board equipment; substations, current generating and compressed air plants, exclusively used by the Signal Department, pipe lines and connections used for Signal Department purposes; carpenter, concrete and form work in connection with signal and interlocking systems (except that required in buildings, towers and signal bridges); together with all appurtenances pertaining to the above named systems and devices, as well as to any other work generally recognized as signal work".

In the handling of the dispute on the property, the Carrier contended that the A.C.I. system is not provided for in the Scope Rule of the applicable agreement and that the system is basically a communication system.

The Petitioner contends in its submission that:

"The Automatic Car Identification System (ACI) involved herein is not a communication system as referred to and as asserted by the Carrier throughout handling of the dispute on the property. It is a specially designed photographic identification system, which, as a train passes its position along side the track, photo-scans the color tapes fastened to Railroad Cars and automatically transmits such photographic signals into a computer from which the photographic signals are relayed over bell system lines to a central point and translated for purposes of identification.

This photographic identification system will not operate until and unless it is activated by and through the signal system".

The Carrier contends that simply because the ACI system is activated by the signal circuit does not make it a part of the signal system.

Based upon the entire record, the Board finds that the Petitioner has not proved with probative evidence that the Automatic Car Identification apparatus is in fact a part of the signal system. The fact that the apparatus is activated by the signal circuit does not in and of itself make the equipment part of the Carrier's signal system. The claim will be dismissed for lack of proof.

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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 this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the claim be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. H. Killen
Executive Secretary

Dated at Chicago, Illinois, this 9th day of June 1972.