

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19401
Docket Number SG-15848

Gene T. Ritter, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(The Grand Central Terminal

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

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when, commencing on or about May 21, 1964, it assigned or otherwise permitted employees of the Electrical Department to install relay boxes, car inspection signals, and 110-volt AC lines to the relay boxes and car inspection signals at Grand Central Terminal.

(b) The Carrier be required to compensate the employees of Gang "B", with headquarters at SS "A" Grand Central Terminal, at their time and one-half rate of pay for an amount of time equal to that spent by the Electrical Department employees in connection with the installation of these car inspection signals at Grand Central Terminal. (Carrier's File: 114-B SG-64.12)

OPINION OF BOARD: The record in this case discloses that the installation of a Car Inspection Protection Device System at Grand Central Terminal was assigned to employees covered by the Signalmen's Agreement. Shortly after Carrier commenced the installation of key electrical control switches on April 30, 1964, with Signal Department employees, Carrier received verbal and written demands from Carrier's electrical workers claiming the work in question. Subsequent to the demand of the electrical workers, Carrier met with representatives of both the Signalmen and the Electrical employees. No agreement could be reached as to which organization was entitled to the work in question. Thereafter, Carrier assigned certain portions of this work to Signalmen and other portions of this work to Electricians. The Signalmen contend that the Scope Rule of the Agreement was violated when Carrier assigned portions of the involved work to Electricians. The Organization cites Section 2 of the Scope Rule in support of this contention. Carrier contends that this is a jurisdictional dispute which requires notice to all parties concerned; that no notice was afforded the Electricians' Organization, and that, therefore, this dispute should be remanded to the property or dismissed without prejudice. The record discloses that this third party notice was given and that there was no response. In the alternative, Carrier contends that the Signalmen's Agreement was not violated in the assignment of that portion of the work performed by Electricians; that the claim is vague and indefinite and the Claimants are not readily identifiable; and that Claimants in this case are not entitled to the time and one-half rate as claimed for the reason that compensation claimed is for time not worked.

In part, the Organization relies upon Award 19058 by this Referee. A careful comparison of this docket and the facts giving rise to Award 19058 reveal that said award is distinguishable from the instant dispute. The signal device in question in Award 19058 actually controlled the movement of trains; in this case, the disputed device merely constituted notice that work was being performed on a track and did not affect a train movement. Therefore, Award 19058 is not in point and cannot be used as precedent.

The record discloses that this dispute was referred to the AFL-CIO Jurisdictional Committee and that said Committee concurred with the division of work made by the Carrier herein. This Board acknowledges that the AFL-CIO decision is not binding in this dispute; however, said decision does constitute an element, coupled with other phases of this case, that can be considered in arriving at a conclusion.

Further, the Electrical Code of the City of New York required the 110 Volt circuit in the train inspection light installation to be performed by licensed electricians, thereby precluding these unlicensed Signalmen from performing such work.

Also, the power to the involved devices emanated from power lines, which did not constitute any part of the signal circuits. The work apportioned to Electricians in this instance is work similar to and rightfully belonging to Electricians. There had been no invasion by Electricians of Signalmen's work.

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

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Kuller
Executive Secretary

Dated at Chicago, Illinois, this 15th day of September 1972.