

Form **RECEIVED** NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

JAN - 5 1995

Award No. 30618
Docket No. SG-30761
94-3-92-3-564

G. L. HART

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(National Railroad Passenger Corporation
((Amtrak)

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Railroad Passenger Corporation (Amtrak)

Claim on behalf of S. M. Carel, et al:

- (a) Carrier violated the Agreement between the National Railroad Passenger Corporation (Amtrak) and the Brotherhood of Railroad Signalmen (BRS), particularly the Scope, when it assigned other than covered employees to install a public address system at the Paoli, Pennsylvania station.
- (b) Carrier should now be required to compensate those Claimants for forty (40) hours at their respective straight time rates of pay."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Since May 1984, the South Eastern Pennsylvania Transit Authority (SEPTA) has leased ticket office space in Amtrak's Paoli Station. In the mid-1980's SEPTA installed a public address system in the station. In November 1990, SEPTA installed a new public address system at the facility. It is the installation of this system that is at the heart of this dispute.

The Organization claims that a violation occurred when the installation of the public address system was done by individuals not covered by the Signalmen's Agreement. The Carrier responds by noting that the parties' Scope Rule specifically excludes work of the nature complained of here, work that the Carrier does not control.

The Board notes that paragraph (a) of the operative Scope Rule provides:

"(a) This Agreement shall not be construed as granting to employees coming within its Scope the exclusive right to perform the work of installing or maintaining other than Railroad owned facilities or equipment located on the property of the railroad."

The work of installing a new public address system was for the benefit of SEPTA. The installation of the public address system was not the installation or maintenance of "Railroad owned facilities or equipment located on the property of the railroad." There is no showing in this record that the Carrier had any involvement whatsoever in the project, or for that matter, knew about it in advance. There is no showing that the public address system would be, or has been used in any way by the Carrier at any time. Inasmuch as the new system was installed by SEPTA, for SEPTA's exclusive use, and at its sole expense, even though it was on property SEPTA leased from the Carrier, Paragraph (b) of the Scope Rule clearly indicates that the work is not exclusively that of Signalmen.

AWARD

Claim denied.

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O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 28th day of December 1994.