

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Curtis G. Shake, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
THE PENNSYLVANIA RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Pennsylvania Railroad:

(a) That the Carrier violated the Agreement effective June 1, 1943, when on or about June 15, 1949, it removed the work of installing T. & T. work on thirteen (13) turrets in the Dispatcher's office, Pennsylvania Station, N. Y., to those who hold no seniority rights thereunder.

(b) That the regular assigned New York Division employees (to be designated) under the supervision of the Supervisor T. & T. who were adversely affected by reason of this violation of the Agreement be compensated for all time made by other than T. & S. employees in connection with the telephone work in the Pennsylvania Station, New York, at time and one-half rate, that is, the amount of overtime that would have been required of the New York Division employees to perform this work if it had not been removed from their Department.

EMPLOYEES' STATEMENT OF FACTS: On June 25, 1949, the location of the offices of the Train Dispatchers and Movement Directors was moved from Jersey City, N. J., to Room 255, Pennsylvania Station, New York.

On May 19, 1949 in preparation of this move, the Telegraph & Signal Department employees started to install telephone cables from "NC" Office, Pennsylvania Station, to a cable terminal box located in Room 255, Pennsylvania Station, and from cable terminal box to desks and relay case located in that room. When these cables were installed the Carrier assigned the work of installing the lamp and key equipment on the desks in this office to employees from the New York Telephone Company. This work was performed by New York Telephone Company employees between the period June 15 to 25, 1949.

This equipment is used by Train Dispatchers and Movement Directors in the performance of service incidental to railroad transportation, and the installation of such equipment has always been performed by employees of the T. & S. Department.

All other equipment in this office, composed of selector ringing cabinets and telephone loud speaker equipment, was installed and connected by T. & S. Department employees during the changing of the location of the office.

lated; and that the unnamed Claimants are not entitled to the compensation which allegedly they claim.

Therefore, the Carrier respectfully submits that your Honorable Board should deny the claim of the Employees in this matter.

All data contained herein have been presented to the Organization involved in the instant dispute.

OPINION OF BOARD: This is a claim on behalf of certain unidentified T. & S. employes of the Carrier, demanding that they be compensated for the time consumed in installing parts of the communication equipment in the Division Train Dispatcher's and Movement Director's Office, Pennsylvania Station, New York, which work was performed by employes of the New York Telephone Company. The details with respect to the place and nature of the installation are fully set out in the record and need not be restated here. It will suffice to say that the work which the Organization claims that its members were entitled to perform involved the installation of equipment forming a part of Private Branch Exchange 6-6000, owned and maintained by the Telephone Company and leased by it to the Carrier.

The Organization relies on the Scope Rule of the Agreement which, in broad terms, gives the Carrier's T. & S. employes the right to install and maintain its telephone, telegraph and communication systems. However, the Scope Rule contains an express exception which says, in effect, that these employes shall not have such exclusive right to install and maintain other than railroad facilities, even though the same is located on railroad property.

The facts of the instant case bring it clearly within the exception. The Organization's contention that past practices entitled the T. & S. employes to the work in question is not supported by the evidence. The claim must be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 16th day of July, 1954.