

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION
(Supplemental)
Nicholas H. Zumas, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
FLORIDA EAST COAST RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Florida East Coast Railway Company that:

(a) The Carrier violated the Scope Rule and other provisions of the current Signalmen's Agreement when it arranged, contracted, farmed out, or otherwise permitted persons not covered by the Signalmen's Agreement to install and maintain circuits and associated apparatus which control the circuit breakers on the 4400 volt signal lines located in sub-stations at Miami, Jupiter, Melbourne, Daytona Beach, and Jacksonville, Florida.

(b) The employees of the Communications-Signal Department who are in service and those furloughed be compensated at their respective punitive rates of pay for an amount of time equal to that spent or which will be spent by outside workers performing the diverted work of installing and maintaining the circuits and associated equipment which control the sub-stations as outlined in paragraph (a) herein.

(c) This is to cover all work which has already been performed by outside workers and is to include all future work on such disputed facilities until such work is returned to employees covered by the Signalmen's Agreement.

EMPLOYEES' STATEMENT OF FACTS: As indicated by our Statement of Claim this dispute involves the installation and maintenance of circuits and associated apparatus which control the circuit breakers that protect the 4400 volt signal transmission lines. The circuit breakers in question are located at the substations in Jacksonville (Milepost 0), Daytona Beach (Milepost 109.7), Melbourne (Milepost 194.2), Jupiter (Milepost 283.3) and Miami (Milepost 366). Each of these substations normally feeds a por-

sedes. The changes in the language of the Scope Rule of the revised Signalmen's Agreement effective April 1, 1948, as compared with the January 1, 1938, Signalmen's Agreement were granted by me in response to your request for a more detailed description of the scope of the revised Agreement, only upon your assurances that no extension or restriction of the Scope Rule, but only clarification, is to be accomplished thereby. It was agreed between us that the employees covered by the revised Signalmen's Agreement effective April 1, 1948, will, as in the past, continue to perform electrical and mechanical work on line-of-road which comes within the jurisdiction of the Communications-Signal Department, and that the rights of the employees covered by the revised Signalmen's Agreement effective April 1, 1948, will (as in the past) be subject to and subordinate to the Railway's obligations under its agreements with the Western Union Telegraph Company, the American Telephone and Telegraph Company and others now in existence, and future revisions of the present contracts, relating to maintenance of facilities on the Florida East Coast right-of-way owned exclusively or in part by those Companies.

It was further understood that the words 'Inspection' and 'testing' in the Scope Rule of the Revised Signalmen's Agreement effective April 1, 1948, do not apply to the inspections and tests made by inspectors and other officials, to see that the employees are properly performing their work and to see that the apparatus is functioning properly.

Please sign one copy of this letter in the space provided for that purpose to signify your concurrence in this understanding and return to me.

Yours very truly,

C. L. Beals,
Chief Operating Officer,
Florida East Coast Railway
Company.

(Exhibits not reproduced.)

OPINION OF BOARD: As this Board found in SG-14496, Award 14888, the record in the instant case fails to establish that the employees of the Southern Bell Telephone and Telegraph Company worked on equipment other than that owned by the telephone company. Having failed to meet its burden, Petitioner's claim must be dismissed.

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 shall be dismissed.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of October 1966.