



Award No. 14965

Docket No. SG-14221

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Railway Company that:

(a) Carrier violated the Scope Rule of the agreement between the Chicago and Northwestern Railway Company and the Brotherhood of Railroad Signalmen, dated June 1, 1951, when it assigned the maintenance of dispatcher telephones located at Westward Home Signal 9-5 at Vale; Eastward Home Signal 10-4 at Vale; Westward Home Signal at Lathrop Avenue; Westward Home Signal and Eastward Home Signal at Kenton Avenue on the Galena Division Central Seniority District, to employees of the Communications Department.

(b) Carrier now assign the servicing and maintenance of these dispatcher telephones to employees covered by the Signalmen's Agreement.

(c) Mr. E. W. Geer, Leading Signal Maintainer, and subsequent Leading Signal Maintainers, on whose territory these telephones are located, be compensated at their regular rate of pay an amount equal to the hours put in by Communications Department Employees servicing and maintaining these telephones. (Carrier's File: 79-1-25)

EMPLOYEES' STATEMENT OF FACTS: Some time prior to May 1962, the Carrier assigned its Communication Department employees to install telephones in the vicinity of certain "home" signals in Centralized Traffic Control (CTC) territory. These employees hold no seniority or other rights under the Signalmen's Agreement. These phones are used primarily for train crews to communicate with the train dispatcher when the "home" signal is in the "stop" position. Phones installed for this purpose are part of the CTC system. CTC systems are covered by the Scope of the current Signalmen's Agreement. The Scope of the Signalmen's Agreement also covers signal telephones and lines. On some railroads, the phones of the type involved herein are referred to as CTC code phones.

a part of the record in this dispute. The August 21, 1954 Agreement is also by reference made a part of the record herein.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: In 1962 after protracted negotiations the C&NW leased to the Chicago Transit Authority a portion of its right-of-way between Kenton Avenue and Vale, and sold to the Chicago Transit Authority two of the C&NW tracks in order to permit the CTA to elevate its tracks between these points.

With the sale of these tracks and the restriction of the C&NW to operation on other tracks between these points it was necessary to install dispatcher's telephones at the home signals at Kenton and Lathrop Avenues, and at Vale.

The telephones actually installed were connected to the Short Line dispatcher's circuit which is and has been maintained by Communication Department employees represented by the International Brotherhood of Electrical Workers. Under date of August 29, 1962 claim was appealed by the General Chairman of the Brotherhood of Railroad Signalmen to the carrier's Director of Personnel, a copy of the General Chairman's letter is attached as Carrier's Exhibit A.

Claim has been denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier admits its letter of declination of August 24, 1962 was more than 60 days from receipt of the notice of appeal. Therefore the Claim is allowed as presented up to the date of late declination. (Awards 13780, 14502, 14603.)

The issue on the merits is whether or not Signal Maintainers have the right to maintain telephones installed at the home signals at Vale, Lathrop and Kenton Avenues.

It is claimed these are signal telephones.

The telephones in dispute were installed by electrical workers, and connected to the dispatcher's telephone line which has been maintained historically by the electrical workers.

We see no valid reason why electrical workers should not maintain the telephones they installed and that are attached to the dispatcher's line.

Therefore, we will deny the Claim for the period after the date of the late declination by Carrier.

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 violated to the extent indicated in the Opinion.

AWARD

Claim allowed to the extent indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1966.