

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Gene T. Ritter, 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 current Signalmen's Agreement when it contracted, farmed out, or otherwise assigned generally recognized signal work covered by the Scope of the Signalmen's Agreement to persons not covered by said agreement. Specifically, this claim covers all work which has or will be performed by employees not covered by the Signalmen's Agreement, which consists of the wiring of CTC bungalows used in connection with the CTC system now being installed between New Smyrna Beach and Titusville, Florida. This claim also covers all work performed by outside employees, which consists of installing and wiring the CTC machine at New Smyrna Beach. This claim is made for all work outlined above which was performed on the property of the Carrier and also that performed off the Carrier's property.

(b) The employees of the Communications-Signal Department who are covered by the current Signalmen's Agreement to 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 work described in paragraph (a) herein.

EMPLOYEES' STATEMENT OF FACTS: During December 1962, the Carrier put into service the first centralized traffic control (CTC) system utilized on its line of road to govern the movement of trains. The control machine for this CTC system is located at New Smyrna Beach, Florida, and controls traffic between New Smyrna Beach and Titusville, Florida—a distance of approximately 35 miles.

During and prior to the time this system was being installed, Carrier purchased from the General Railway Signal Company pre-wired instrument cases and houses which are integral parts of the CTC system. In addition, an employee (or employees) of the General Railway Signal Company performed

OPINION OF BOARD: The Carrier points out that the Petitioner did not notify the Chief Operating Officer as required by Rule 34(d) that his decision was not acceptable. Rule 34(d) provides:

"(d) Decisions by the Chief Operating Officer designated by the Railway to handle such disputes shall be made in writing, as promptly as possible, and shall be final and binding unless within ninety (90) days after the date of written notice of such decision the Chief Operating Officer is notified in writing that his decision is not accepted."

The Petitioner had opportunity to contradict the Carrier's position but has remained silent. The claim being procedurally defective 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 30th day of November 1966.