

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE LONG ISLAND RAIL ROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Long Island Rail Road Company:

On behalf of Mr. A. Licata for a minimum call of two (2) hours and forty (40) minutes for work performed on our equipment by employees of the B&B Department on November 13, 1968. (SG-2-69)

EMPLOYEES' STATEMENT OF FACTS: Claimant herein is Communications Maintainer A. Licata, with headquarters at Jamaica Station, Jamaica, New York. The dispute arose because on November 13, 1968, Bridge and Building Department Employees removed, reinstalled, and painted a police call box, an amplifier platform and amplifier in the Yard Master's Office located at Richmond Hill.

Inasmuch as the Signal and Communications Agreement covers the installation and maintenance of such equipment, a claim was filed on behalf of Mr. Licata, who should have been assigned to perform the work involved. The Scope Rule of the Signal and Communications Agreement is shown below for ready reference.

"SCOPE.

These Rules, subject to the exceptions hereinafter set forth, shall constitute an Agreement by and between Wm. Wyer as Trustee of the Long Island Rail Road Company, Debtor and Telegraph and Signal Department Employees of the aforesaid Debtor Company of the classifications herein set forth engaged in the installation and maintenance of all signals, interlocking, telegraph and telephone lines and equipment including telegraph and telephone office equipment, wayside or office equipment of communicating systems (not including such equipment on rolling stock or marine equipment), highway crossing protection (excluding highway crossing gates not operated in conjunction with track or signal circuits), including the repair and adjustment of telegraph, telephone, and signal relays and the wiring of telegraph, telephone and signal instrument cases, car retarder systems, electric strip type switch heaters and all other work in connection with installation and maintenance thereof that has been generally

held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(f) This Rule recognizes the right of representatives of the Brotherhood, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(g) This Agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

(h) This rule shall not apply to requests for leniency."

Rule 26 is, in all material respects, identical to Article V of the August 21, 1954 National Agreement.

It is in this posture that this claim comes to your Board for adjudication.

(Exhibits not reproduced.)

OPINION OF BOARD: The Organization postulates that this claim be allowed on the basis of a violation of the Scope Rule of the Agreement by Carrier when Bridge and Building employees removed, reinstalled and painted a police call box, an amplifier platform and amplifier in the yardmaster's office at Richmond Hill.

This claim is analogous to Award Number 18864, in which case this Board held that the painting in dispute was attained for appearance and decorative purposes instead of maintenance or preservative purposes.

Therefore, applying the principles set forth in said Award Number 18864, we find that Carrier did not violate the Agreement, and we must deny the claim.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 10th day of December 1971.

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