

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19694
Docket Number SG-19109

Gene T. Ritter, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(The Atchison, Topeka and Santa Fe Railway Company
(- Western Lines -

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Atchison, Topeka and Santa Fe Railway Company that:

(a) The Company violated the current Signalmen's Agreement, as amended, particularly the Scope and Article I, when on or about May 13, 1969, it assigned portions of the work of constructing and installing the ACI System at Clovis, New Mexico, to certain persons -- employees either of this or other companies -- none of whom were classified in any of the sections of Article I or covered by the current Signalmen's Agreement, in any way.

(b) Signal Foreman T. J. Floyd, Jr.; Signalman Hollis Hubbard, D. F. Holder, G. E. Witcher and C. L. Bruce; Assistant Signalman D. W. Henry; and Signal Helper R. L. Cantrail, in Signal Gang of the New Mexico Division Seniority District be paid at their respective time and one-half rates, in proportionate shares, an amount of time equal to all the hours persons not covered by the current Signalmen's Agreement shall have been allowed to perform work described in the preceding paragraph on and after May 13, 1969, such claims to continue until either the violation is discontinued or the ACI System at Clovis, New Mexico, has been completely constructed and installed. A search of Company records shall be made to determine the total number of hours which are to be paid to Claimant Signal Employees.

(c) After May 13, 1969, as a routine matter and due to failures, maintenance and repair work will necessarily have to be performed in connection with the ACI System at Clovis, New Mexico, and the Company may assign portions of such work to persons neither classified under Article I nor in any way covered by the current Signalmen's Agreement.

(d) Signal Inspector D. W. Haney; Special TCS Signal Maintainer L. J. Day, headquartered at Clovis, New Mexico, on the New Mexico Division Seniority District, be paid at their respective time and one-half rates, in proportionate shares, an amount of time equal to all the hours persons not covered by the current Signalmen's Agreement shall have been allowed to perform work described in the preceding paragraph on and after May 13, 1969, such claim to continue until either the violation is discontinued or all maintenance and repair work in connection with the ACI System at Clovis, New Mexico, is properly assigned to Signal Employees. A search of Company records shall be made to determine the total number of hours which are to be paid to Claimant Employees.

OPINION OF BOARD: Commencing May 13, 1969, one of Carrier's Communications Department Gangs installed 3,480 feet of overhead cable from the Fiberglass Building housing certain ACI (Automatic Car Identification) equipment to the main line communications cable; installed a scanner on the mast and a printer in the Yard Office at Clovis, New Mexico, which reproduces the car data observed by the ACI scanner. On May 19, 22, 26 and 27, 1969 three Electricians from the Mechanical Department installed a 30 foot service pole to get electrical power from a nearby public utility source into the Fiberglass Building; installed underground conduit from the service pole under the track to the Fiberglass Building; and installed the alternating current panel and all wiring for lights, air conditioning unit and heater in this building.

On May 20, 21 and 22, 1969, six members of a B & B Gang represented by the Brotherhood of Maintenance of Way Foremen's and Laborer's Organization excavated and placed a concrete foundation for the prefabricated Fiberglass Building and constructed a concrete foundation to support the ACI scanner mast; this Gang also set the building on the foundation.

Commencing May 16, 1969, the members of Signal Gang No. 5, all of whom are Claimants in this dispute, installed track circuits, and wheel detectors on the rail, carrying the cable from these installations to a terminal box on the outside of the Fiberglass Building. Notice of this pending dispute was given to the Electricians' Organization and the Maintenance of Way Organization and both Organizations responded as noted by their submission in this record.

The ACI System contains a "scanner" which is mounted on a pedestal near the track. Trains approaching the installation energizes the circuit which turns on power supply automatically activating the system. The light is directed against the side of each car. Each car contains a reflective multicolored Scotchlite tape stripe which forms an identification label. The light reflected from the label is the same color as the color of the strip from which it is reflected. These different combinations of colored light are reflected off of the car label into the trackside equipment. Within the trackside equipment, the reflected light is directed through a series of mirrors and lenses to photo-detector circuits which convert the light energy into electrical pulses. The car labels contain information including the type of car, its ownership, car initial and number, etc. This car information is gathered and processed by the decoder in the house by the trackside and is then sent to and reproduced on a teletype machine. It is the intention of Carrier to install these information-gathering centers throughout the railroad and such information concerning each car will be stored in a computer memory. This information will then be processed in the computer with other data in order that Carrier may furnish information concerning the whereabouts of each shipment.

It is the position of the Signalmen's Organization that the above described ACI System is a signal system; that the Scope Rule of the Signalmen's Agreement reserves the work of installing and maintaining such system to Signalmen. Carrier takes the position that the ACI System is a communications system, which brings information on cars moving over the railroads to central location system; that the Scope Rule of the Signalmen's Agreement does not reserve the installation and maintenance of the ACI System to Signalmen; that the installation of such system represents new work never performed by any craft or class of employees on this property prior to May 13, 1969, and that, therefore, past practice on this property can not be an issue; that the Signal Department has never had any equipment that takes information or transmits it to a central point, as is performed by the ACI System; and that parts (c) and (d) of the claim are barred under Article VII - Time Limits On Claims and Grievances for the reason that these parts of the claim are for anticipatory occurrences that had not taken place on May 13, 1969.

The record in this case discloses that the involved work of installing the ACI System is work assigned for the first time on this property. Carrier has great latitude in apportioning new work, unless the same is specifically covered by contractual agreement. See Award 6150 (McGovern). The ACI System was not in existence at the time the Current Agreement became effective and, therefore, can not be held to be within the Scope of that Agreement. See Awards 18544 and 19259 (Devine). It is the opinion of this Board that the ACI System is a communication system and not a signal system for the simple reason that the operation of said system does not affect or control the movement of trains; it merely gathers and stores information concerning the whereabouts of individual cars. The work involved in the installation of the ACI System was properly apportioned between Electricians, Maintenance of Way Forces, and Signalmen in accordance with the respective agreements of the three involved crafts. For the foregoing reasons, this claim will 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 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.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: E. A. Killum
Executive Secretary

Dated at Chicago, Illinois, this 29th day of March 1973.