



Award No. 17160  
Docket No. SG-17671

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**  
**(SUPPLEMENTAL)**

David H. Brown, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**  
**CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

(a) On behalf of Signal Foreman J. D. Smiley, Signalman, C. G. Childers Signalman A. K. Warner, Signal Helper J. F. Elliott, and Signal Helper W. L. Cox—all members of Signal Gang No. 8—for eight (8) hours at their straight-time rates of pay on the following dates, November 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, and 24, 1965, this to be paid them on a proportional basis equal to the amount of time that the Norfolk and Western employees were paid which is understood to have been sixty-five (65) eight-hour days, an additional day for one Signal Testman on November 24 as well as the helper painting on that same date, and eight (8) hours account Rock Island Signal Supervisor hooked up signal cables at the home signal, this to be paid them in addition to what they have already been paid on the above-named dates account of violation of the Scope Rules of the Signalmen's Agreement, insofar as Norfolk and Western installed an automatic crossing signal within the confines of the interlocking limits of the automatic interlocker at Gallatin, Missouri.

(b) On behalf of Signal Maintainer with headquarters at Lock Springs, Missouri, Mr. J. J. Dailey, for an equal amount of time that Norfolk and Western, or any other railroad is allowed to perform the maintenance work on this crossing signal and is for an equal amount of time that they are used from November 24, 1965, and this to be paid him in addition to what he has already been paid on the dates involved and is filed on a continuing basis for all future dates as long as there is violation of the Signalmen's Agreement at this Gallatin Interlocking Plant. (Carrier's File: L-130-356. General Chairman's File: SV-166.)

**EMPLOYES' STATEMENT OF FACTS:** This claim involves a diversion of Scope Work. For more than 32 years prior to the dispute Signal employees of the Chicago, Rock Island and Pacific Railroad Company—to the exclusion of all others—had constructed, repaired, installed, inspected, tested and maintained the signal equipment and facilities within the

Brotherhood of Railroad Signalmen, hereinafter refereed to as the Brotherhood, bearing an effective date of July 1, 1952 on file with your Board which by this reference is made a part of this submission.

2. Since 1933, when a manually operated automatic signal system (subsequently changed to a fully automatic signal plant) was installed for the crossing of this Carrier and the Wabash (now the Norfolk and Western Railroad) at Gallatin, Missouri, this Carrier has by agreement with the Wabash operated and maintained said interlocking plant.

3. There is no dispute between the parties to this docket that the signal work in connection with the automatic interlocking plant at Gallatin, Missouri, is properly assigned to this Carrier's signal employees.

4. However, in November, 1965 the Norfolk and Western Railroad installed automatic highway crossing signals covering their tracks at that point which crossed Missouri State Highway No. 6 approximately 210 feet from the Rock Island crossing.

5. The operation of the automatic crossing signals covering the Norfolk and Western Railroad's crossing on Highway 6 is independent of the automatic interlocking plant except for certain control wires connecting the two plants.

6. At the time in question this Carrier's forces made certain changes in the wiring of the interlocking at Gallatin to accommodate the control wires needed by the highway crossing signal circuits. These changes are shown in yellow on the attached wiring diagram for the Gallatin Automatic Interlocking Plant, which is attached as Carrier's Exhibit "A."

7. The instant claim was filed by General Chairman R. A. Watkins with Signal Engineer W. B. Johnson on December 6, 1965 on the basis the use of Norfolk and Western Signal Employees to install the automatic crossing signal at Gallatin, Missouri violated the Scope rule on this property.

8. To avoid burdening the record, Carrier has not included copies of the correspondence presented on the property concerning this claim as it is anticipated the Brotherhood will produce such correspondence as a part of its submission. However, Carrier will refer to various portions of this correspondence, as necessary, and will reproduce pertinent portions of same when appropriate. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Brotherhood's reproduction of such correspondence.

9. The procedures followed in the progression of this claim were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

(Exhibits Not Reproduced)

**OPINION OF BOARD:** Under an agreement between Carrier and the Wabash Railroad (now the Norfolk & Western and hereinafter called N&W) Carrier constructed and has maintained a joint interlocking plant at Gallatin, Missouri. The installation was made by Carrier's signal forces, and they have since maintained it. This claim is for work done by N&W signal forces in the installation and maintenance of automatic crossing protection on the N&W but within the limits of the home signal of the joint interlocking plant.

Concisely stated, the Employees' position is that all signal work within the limits of the home signals of the joint interlocking plant belongs to Carrier's signal employees. Such a position is too broad.

As a general proposition, the signal work within a joint interlocking plant belongs exclusively to the signal forces of the carrier having the contractual responsibility for the maintenance of such plant. When another carrier, a joint user of the facility, imposes within the limits of the interlocking plant an unrelated installation (such as highway crossing protection devices), the signal forces of the other carrier may install and maintain the superimposed facility but only to the extent that its operation is completely independent of the original interlocking system. This is spelled out in our Award 14037.

The record here reveals that one of Carrier's supervisors connected a circuit or circuits between the protection signals and the interlocking plant and that Carrier paid a claim resulting therefrom. To the extent, if any, that more encroachment took place, the record is inconclusive. Since the burden of proof is on the Employees and they have failed to sustain that burden, the claim will 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

The record fails to reflect that the Agreement was violated.

#### **A W A R D**

Claim dismissed.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of Third Division

**ATTEST:** S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 20th day of May 1969.