

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19251
Docket Number SG-18684

Arthur W. Devine, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(The Chesapeake and Ohio Railway Company
((Pere Marquette District)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railway Company (Pere Marquette District).

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, Classification, Seniority, Bulletining, and Assignment rules when, beginning on or about March 4, 1969, it assigned and/or permitted other than signal employees to perform work in connection with the installation of highway crossing protection devices at Carroll Avenue, Michigan City, Indiana.

(b) Carrier should now be required to compensate E. V. Brady, Signal Foreman, I. D. 2499164, D. Lane, Signalman, I. D. 2491940, D. Brooks, Signalman I.D. 2607593, D. Rogers Asst. Signalman, I. D. 2609619, B. Kamps, Asst. Signalman, I. D. 2609645, and any other employees subsequently assigned to this gang, at their respective overtime rate of pay, on a proportionate basis, for all man-hours spent by others in connection with the installation of highway crossing protective devices, beginning March 4, 1969 and continuing thereafter so long as such work is performed by other than signal forces, with this to be a continuing claim covering all present and future employees on this gang.

(c) Carrier should assign all maintenance, repair and testing work in connection with these signals to the signal maintainer on whose territory they were installed, or compensate that signal maintainer at his overtime rate of pay for all time other than signal employees spend in maintaining these signals after they are installed.

OPINION OF BOARD: The work in dispute is that in connection with the installation of continuously flashing red lights which warn motorists that they are approaching a railroad crossing at grade. It is contended that such device is covered by the Scope Rule of the parties' Agreement because the employees under that Agreement have always installed the Carrier's highway crossing signals.

The Carrier's defense includes an acknowledgement that signals covered by the Scope Rule of the Signalmen's Agreement include those used in connection with the control and operation of trains and that employees covered by the signalmen's agreement install and maintain highway crossing protection equipment associated with the approach or presence of a train. It shows that the lighted sign here in question only informs motorists of the presence of a railroad crossing.

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The Employees have not overcome the Carrier's defense. The claim must be denied.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May 1972.