

File

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **19838**

Docket Number SC-19660

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE: ( (Brotherhood of Railroad Signalmen  
(Chicago and North Western Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Railway Company that:

Claim No. 1,

(a) On or about October 29, 1970, the Carrier violated the current Signalmen's Agreement when **it** assigned **and/or** permitted an employe of the Electrical Department to install a "meter loop" for exclusive use of the highway crossing protection devices being installed on Nemshs Kosd near Sac City, **Iowa.**

(b) The Carrier now be required to compensate Ldr. Signalman D. C. Stuckey for an amount of time equal to that consumed by the employe of the Electrical Department performing the above Signalman's work. (**Carrier's** File: 79-3-84)

Claim No. 2.

(a) On **or** about December 2, 1970, the Carrier violated the current Signalmen's Agreement when it assigned **and/or** permitted an employe of the Electrical Department to install **a** "meter Loop" to be used exclusively and made necessary **by** the installation of the highway crossing signals at Aurora Street, Des Moines, **Iowa.**

(b) The Carrier now be required to compensate Ldr. Signalman D. C. Stuckey for an amount of time consumed by the employe of the Electrical **Department** performing the above work. (Carrier's File: **79-3-85**)

OPINION OF BOARD: This dispute involves two claims which, though handled separately on the property, have been combined here because they present the **same** issue. The claims seek compensation for signal employees because Carrier assigned **and/or** permitted electricians to install "meter Loops" for the exclusive use of highway crossing signals.

The Petitioner **asserts** that **a** meter loop is **an** appurtenance for the protection of highway crossings and, accordingly, is specifically covered by the Signalmen's Scope Rule which, in pertinent part, reads as follows:

"SCOPE. **1.** This agreement covers classification, **rates** of pay, advancement, seniority, and working conditions of **employees** engaged

"in the construction, repairing, renewing, replacing, reconditioning, and maintenance of signals or signal systems with all appurtenances on or along the railway tracks for the regulation of the movement of trains, protection of highway crossings, etc., as follows: ....."

"Included in the foregoing, when used exclusively for railway signaling purposes, and such parts of other installations used exclusively for railway signaling purposes, or when located in interlocking towers or other buildings or spaces assigned for railway signaling purposes, are the following:

1. Installing, maintaining, renewing, and servicing -
  - (a) Electric power or other wire lines, overhead or otherwise; poles and fixtures; conduit and conduit systems, except when a part of retaining structures or walls; transformers, arrestors, wires and cables."

Petitioner calls attention to Award No. 12697, Third Division, which expressly recognized the meter loop as being an appurtenance to the highway crossing protective device, and further asserts that, because of the herein Scope provision concerning "electric power or other wire lines. ...", the basis for the present claim is stronger than the claim considered in that Award.

For its part the Carrier asserts that the disputed work has historically been performed on its property by electricians and that the issues in this dispute have been recently decided in favor of Carrier in Award Nos. 15, 16, 17, 18, and 21 of Public Law Board No. 516, established by agreement between the parties herein.

From examination of all cited rules, Awards, and the entire record, we readily recognize the basis for and the plausibility of the Petitioner's arguments that the disputed work is specifically covered by the Signalmen's Scope Rule. However, we also recognize that the Public Law Board Awards cited by Carrier, and rendered in its favor in May of 1971, dealt with facts and issues which are substantially identical to those presented by the instant record. We further note that all arguments presented by Petitioner here were considered and rejected in the Public Law Board Awards. Accordingly, on the whole record, we conclude that the Law Board Awards and the dispute here, having an identity of parties and issues, should have a common decision. We shall therefore deny the claim.

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**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties wived 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; nnd

That the Agreement was not violated.

**A W A R D**

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. W. Paulsen  
Executive Secretary

Dated at Chicago, Illinois, this 13th day of July 1973.