

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21987
Docket Number SG-21822

John P. Mead, Referee

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

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

(a) Carrier continues to violate the current Signalmen's Agreement, particularly Scope Rule 1 and Seniority District Rule 34, when on or about February 27, 1975, Carrier refused to restore all signal work on its property to its Signal **employees** between **MP-C1** and **MP-O**. As a result of such action we **now** ask,

(b) Carrier now **compensate** Signal Maintainer M. F. Wills, C&C ID No. 2271444, or his successor(s), at his applicable **overtime** rate of pay, in a **comparable** amount of **time**, including calls outside of assigned hours, that other than its Signal **employees** perform work cited in part (a) above. **Furthermore,**

(c) Inasmuch **as** this is a continuing violation, said claim to be retroactive sixty (60) days from date of filing (February 28, 1975), and to continue until such time **as** Carrier takes **necessary** action to comply with violation cited herein.

[General Chairman file: 75-18-135. Carrier file: **SG-452**]

OPINION OF BOARD: The work involved in the present dispute is the maintenance of those signal facilities on Carrier's track between the interlocking facility at **Gest Street**, covered **by** this Division's Awards Nos. 20181 and 20511, and Carrier's Mile Post 0 (zero). It is the position of the Petitioner that "the parties' Agreement was violated when Carrier assigned signal work within its **C&O** property lines to **B&O** employees... ." The Carrier maintains that "The claimed **activity** is not violative of Rule 1 - Scope"

The Petitioner asserts that the work in question is "...work on Carrier's property **involving** the approach track circuits to Gest Street Interlocking, including certain other track switch circuit controllers, between Gest Street and C&O Mile Post 0 (zero)." In its request for an interpretation of Awards Nos. 20181 and 20511, the Petitioner's position essentially was that the work here **in dispute** was part of the Gest Street facility, **and** that as such, it **should be** assigned to **C&O employees** along with the **signals** at Gest Street. In our Interpretation, Serial No. 281, we said:

"... The Awards did not **contemplate** any other work in the overall project accruing to **Claimants**. ... It was not our intention to include within the remedy any other work on the interlocking facility, and certainly not 'all signals and related **equipment** between C & O Mile Post 0 and Wile Post 8.2', or work on C & O No. C-1 and C-2 tracks **between Gest Street and C & O Mile Post 0.**"

Hence, for the purpose of Agreement application, we have already **ruled** that the work here is to be **considered** to be part of the **overall** interlocking facility, and we **must** determine if work on that facility is reserved to **employees** of C&O.

In Award No. 20511 we confirmed our holding **in** Award No. 20181 that, **in resolving** a jurisdiction of work dispute such as this case, where there are **apparent** conflicts between the parties' labor Agreement and an **interrailroad agreement**, "...the agreement which is first entered into relating to the work must be controlling." **In the file** before us, the Carrier has shown that the interrailroad agreement relating to the present work was entered into in 1907. With that **showing**, it became **incumbent** upon the Petitioner to show that the pertinent labor Agreement is of older date than that agreement, and therefore controlling. Petitioner has not so shown, but argued that Awards Nos. 20181 and 20511 and others hold that signal work on Carrier's **property** is to be performed by **C&O signal employees**. Petitioner appears to **have misunderstood** Awards Nos. 20181 and 20511.

Inasmuch as it appears that the **interrailroad agreement** is **older** and controlling, this 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:

A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1978.