



Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 32390
Docket No. SG-32275
97-3-95-3-96

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Indiana Harbor Belt Railroad Company

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Indiana Harbor Belt Railroad (IHB):

Claim on behalf of J.C. Kane, G.E. Waggoner, M.E. Lorenz, D.J. LaMorte, M.R. Lewman and J.D. Yates for payment of 40 hours each per week at the straight time rate, and on behalf of J.A. Monaco, J.R. Rohl and R.A. Orich for payment of 15 hours each per week at the straight time rate, beginning October 4, 1993 and continuing until this dispute is resolved, account Carrier violated the current Signalmen's Agreement, particularly the Memorandum of Agreement of July 1, 1964, when it allowed outside employees to perform work reserved to employees covered under the Signalmen's Agreement in the vicinity of Austin Avenue to Laramie Avenue in Chicago, Illinois, and deprived the Claimants of the opportunity to perform this work. Carrier's File No. S-94-005. General Chairman's File No. 94-06-IHB. BRS File Case No. 9471-IHB."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

All of the Claimants in this case are employees of the Indiana Harbor Belt Railroad Company. The essence of this claim is found in the fact that signal forces of the Belt Railway Company of Chicago performed signal department work on the property of the Belt Railway Company of Chicago. The I.H.B. employees contend that the signal work here involved accrued to them under the terms and conditions of a Joint Facility Agreement dated July 1, 1964.

The voluminous case record clearly outlines the history of the Joint Facility Agreements between the I.H.B. and the B.R.C. dating all the way back to October 1896. Over the years, the Joint Facility Agreement was amended and modified to accommodate various changes which occurred in the actual operation of the joint facility trackage. In 1991, the Belt Railway informed the Indiana Harbor Belt Railroad Company that, as a result of certain abandonments and track changes which had taken place, the Joint Facility Agreement was no longer viable. Therefore, the B.R.C. advised the I.H.B. as follows:

"Effective immediately (August 2, 1991), 55th Street Remote Interlocking Highway Crossing east through Lawndale Avenue will be maintained by the Belt Railway Company of Chicago Signal Department employees."

Disputes involving Joint Facility Agreement are nothing new to this Board. The Opinion and Findings as expressed in Third Division Award 5878 are foursquare on point with the instant dispute. There it was held:

"The Organization has the right to perform all of the work properly belonging to the Carrier which is covered by the Scope Rule. It also has the right to perform all work embraced by the Scope Rule done by the Carrier by agreement or understanding with another carrier so long as the agreement or arrangement continues. It may not claim any right to the performance of work which was done because of agreement or arrangement with other carriers after the discontinuance of the agreement

or arrangement, no matter what was the motive or reason for the discontinuance.”

The logic and common sense as set forth in that Award is equally applicable here. The Joint Facility Agreement which gave the I.H.B. employees certain work opportunities under the terms and conditions of the agreement ceased to exist when the B.R.C. assumed control of such work on its own property for its own signal department employees. The I.H.B. employees were not aggrieved as a result of this action. The claim as presented is, therefore, denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 30th day of December 1997.