

**Award No. 9056**

**Docket No. MW-7917**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Howard A. Johnson, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

**TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement beginning on January 20, 1954, when it abolished positions of Crossing Watchmen and Relief Crossing Watchmen at Ashley Street and O'Fallon Street, St. Louis, Missouri, and thereafter assigned the crossing protection work at these crossings to other than employees covered by and subject to the Carrier's Agreement with the Brotherhood of Maintenance of Way Employees;

(2) Crossing protection work at Ashley Street and O'Fallon Street crossings be restored as it was prior to January 20, 1954, to employees holding seniority rights under the effective Agreement;

(3) Crossing Watchmen Greer Slinkard, Walter F. Hommert, Charles J. Heintz, Bidwell Bryant, William C. Buhrmaster and Alvin W. Brown, as well as any other Crossing Watchmen holding seniority rights on the Merchants Division who has been or may be adversely affected, each be allowed pay at their respective straight time rate for an equal proportionate share of the total man-hours consumed by the employees of another craft from January 20, 1954, until the violation as referred to in part (1) of this claim has been corrected.

**EMPLOYEES' STATEMENT OF FACTS:** On January 20, 1954, the work of protecting vehicular and pedestrian traffic at Ashley and O'Fallon Street Crossings, St. Louis, Missouri, was assigned to employees holding seniority rights under the Order of Railroad Telegraphers' Agreement. For many, many years prior to January 20, 1954, the work of protecting these crossings was performed by employees holding seniority rights in the Maintenance of Way Department, whose hours of service, working conditions and rates of pay were and are governed by the Brotherhood of Maintenance of Way Employees' Agreement.

men might be eligible for is so insignificant as to bar serious consideration.

For these reasons we respectfully request this honorable board to reject this claim.

All data submitted in support of Carrier's position has been presented to the duly authorized representative of the Employees and made a part of the particular question in dispute.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The record shows that The Order of Railroad Telegraphers is involved in the circumstances and outcome of this claim, and that consideration of the merits must be deferred pending notice to that Order with an opportunity to be heard.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Order of Railroad Telegraphers is entitled to notice of hearing pursuant to Section 3, First (j) of the Railway Labor Act as amended.

#### AWARD

Hearing and decision on merits deferred pending due notice to The Order of Railroad Telegraphers to appear and be represented in this proceeding if it so desires.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 18th day of November, 1959.