



Award No. 17191

Docket No. SG-17395

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David H. Brown, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE BALTIMORE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claims of the General Committee of the Brotherhood of Railroad Signalmen on the Baltimore and Ohio Railroad Company that:

- (a) The Carrier has violated and continues to violate the Signalmen's Agreement, when commencing on August 22, 1966, New York Central Railroad signal forces were assigned to install and maintain crossing protection between the home and approach signals on territory assigned and being maintained by B&O signal forces Heath Road, Heath, Ohio.
- (b) Signal Foreman R. Reynard, Signalmen R. Reynolds, W. Garrison, F. Appleman, D. Post, R. Keyser, Leading Maintainer W. Keyser, and Maintainer C. Foster, now be allowed an amount of time at their individual, applicable rates of pay equal to that consumed by New York Central forces in installing and maintaining the crossing protection at issue.

EMPLOYEES' STATEMENT OF FACTS: This dispute involves a diversion of Scope Work. For more than 25 years Baltimore and Ohio Railroad Company Signal Employees have to the exclusion of all others constructed, installed, inspected, tested, maintained, repaired, and painted all signal equipment and facilities connected with Heath Tower Interlocking in Heath, Ohio.

The Signal Work listed above has been performed by B. & O. Signalmen on the tracks of both New York Central and B. & O.—not only between opposing home signals but also between the distant (approach) signals and the approach sections thereto. As recently as 1956, B. & O.'s Signalmen made extensive on N.Y.C. at Heath Tower Interlocking.

Beginning on or about August 22, 1966, however, N.Y.C. Signal Employees were assigned to install and maintain highway crossing protection at Heath Road, between Distant Signal #41352 and the Northbound Home Signal.

In the highway crossing protection installation, line wires at Heath Road were cut and dead-ended. B. & O. Signal Employees had installed and maintained these wires, but N.Y.C. changed them in this instance for the flasher installation. They cut and dead-ended the 41352 HD circuit which controls #41352 Distant Signal; they cut and dead-ended the 44A which indi-

OPINION OF BOARD: The facts are not in dispute. For more than 25 years B&O signal employes had exclusively handled all signal equipment and facilities connected with Heath Tower Interlocking in Heath, Ohio. Within Heath Tower Interlocking are tracks used by the B&O, Pennsylvania and New York Central lines, and under a long-standing agreement between the three carriers all signal work was the responsibility of the B&O.

Sometime prior to August of 1966 the Ohio Department of Highways requested New York Central to install certain highway crossing protection flasher light signals along its tracks, such flasher signals being located between the home and distant signals maintained by B&O forces within Heath Interlocking. Such flasher signals have no relation to, and operate independently of, the interlocking network previously maintained by claimants. Nevertheless, in installing such flasher signals, NYC crews unquestionably manipulated the controls of the pre-existing signal apparatus in Heath Interlocking. The record reflects such work approximated 8 man hours. To such extend the Agreement was violated.

The work by NYC signal crews was performed with the consent of B&O management, which had an obligation under its agreement with Petitioners to protect the latter from encroachment by workmen not covered by its Agreement with Petitioners. In situations such as this, where two or more railroads make joint use of facilities, care should be exercised by all parties to insure against erosion of work belonging to the respective crafts on the respective lines. See our Award 14037 (Dolnick).

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 Employes involved in this dispute are respectively Carrier and Employes 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 violated.

A W A R D

Claim sustained to the extent of 8 man hours' pay to be divided equally among Claimants.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of May 1969.