



Award No. 18821

Docket No. SG-15352

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Clement P. Cull, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**CHESAPEAKE AND OHIO RAILWAY COMPANY
(Chesapeake District)**

STATEMENT OF CLAIM: Claims of the System Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railway (Chesapeake District) that:

CLAIM NO. 1

(a) The Carrier violated and continues to violate the current Signalmen's Agreement, in particular Rule 1 (Scope), when, in or about the month of June, 1963, it assigned employees or others not covered by the Signalmen's Agreement to perform work in connection with the installation of passenger train starting signals at Clifton Forge, Virginia. In addition to said installation, the Carrier assigned the repair and maintenance of this facility to other than employees covered by the Signalmen's Agreement.

(b) The signal work covered by the Scope Rule and other provisions of the Signalmen's Agreement, as defined in part (a) of this claim be restored to the employees covered within the provisions of the current Signalmen's Agreement.

(c) The Carrier be required to compensate Signal Maintainer J. B. Rollison and Assistant Signal Maintainer F. J. Grimes, regular assignees to the Clifton Forge signal maintenance territory, at their respective pro rata rates of pay for the comparable time that other than employees covered by the Signalmen's Agreement were engaged in the work defined in part (a) above. This claim to be retroactive 60 days from the date it was filed and to run until such time as the Carrier takes the necessary corrective action to place this work, as defined in part (a) above, within the jurisdiction of the employees covered by the Signalmen's Agreement. (Carrier's File: SG-176)

CLAIM NO. 2

(a) The Carrier violated and continues to violate the current Signalmen's Agreement, in particular Rule 1 (Scope), when, on or about December 16, 1963, it assigned other than employees covered by

In 1955 a starting light was installed at Ashland, Kentucky. When this starting light was put in, regular signal circuits were readily available, and the signal forces on the Huntington Division made connection to 440-volt signal circuits to secure power for operating the station train starting lights, stepping down to give a 10-volt standard signal light illumination. The signalmen making this installation took the circuits through their signal relay cases and made the necessary installation with regular signal type materials.

In 1959 some better system for starting trains was needed at Hinton, West Virginia, and it was found that it would have been both costly and unnecessary to connect such train starting signals to the regular signal layout such as was done at Ashland in 1955. However, there were already customary 120-volt illuminating circuits along the passenger platform at Hinton which had been installed and maintained by electricians, and arrangements were made to connect simple flashing lunar white lights to such 120-volt circuits with no connection whatsoever to signal circuits or facilities. That installation was made at Hinton by electricians (represented by International Brotherhood of Electrical Workers) without question of any kind, and has continued to function properly since, just as the system put in at Ashland in 1955 under the conditions obtaining at that point has functioned satisfactorily under those circumstances.

Surveys made later at Huntington, West Virginia, Clifton Forge, Virginia, Staunton, Virginia, and Charlottesville, Virginia, showed that the conditions at those points were comparable to those at Hinton, and arrangements were made to install the 120-volt circuits and equipment at those four points comparable to the installation made and in use at Hinton without question since 1959. Work on such installations was undertaken at various times during 1963, whereupon the signal employees instituted the claims now before the Board.

It is claimed by the Signalmen that the Carrier violated their agreement when it assigned to electricians the work of installing and maintaining train starting lights at Clifton Forge, Staunton and Charlottesville (similar claim for Huntington held in abeyance). They ask that signal maintainers and assistants on the various divisions involved be compensated for the time consumed by electricians performing the work in question and that repair and maintenance of the flashing light facilities be removed from the electrical workers and transferred to the signal craft. The rule cited in support of this claim is quoted below:

"RULE 1. SCOPE

This agreement covers rates of pay, hours of service and working conditions of all employees engaged in the maintenance, repair, and construction of signals, interlocking plants, highway crossing protection devices and their appurtenances, wayside train stop and wayside train control equipment, car retarder systems, including such work in signal shop, and all other work generally recognized as signal work. It is understood the classifications provided by Rules 2, 3, 4, 5 and 6 include all the employees of the signal department performing the work described in this rule."

OPINION OF BOARD: In 1955 a "starting light" was installed at Ashland, Kentucky, and thereafter maintained by Carrier's Signal Forces.

It utilized circuits recognized by both Carrier and Signalmen as being signal circuits. In 1959, a system for the same purpose, but not employing such recognized signal circuits, was installed at Hinton, West Virginia, and thereafter maintained by Carrier's electricians.

It is not shown that in these instances either group of employees voiced objection to the work allotment. However, in the instant case involving an installation made in 1963, which appears to be essentially identical to the 1959 installation, Signalmen contend that the work should have been theirs.

The Carrier shows that the facility in dispute and those installed in 1955 and 1959 are for the purpose of communication between a passenger train conductor and the train's brakeman; it contends that those facilities are not signals as contemplated by the Scope Rule of the Signalmen's Agreement and that the allotment of work related to a specific installation has been determined by the source from which the operating electrical power was taken.

The burden of showing otherwise is the Employees'. As Employees have not carried their burden, the claim must be dismissed.

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.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 19th day of November, 1971.