

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20727  
Docket Number SG-20408

Robert A. Franden, Referee

(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE:(  
(Chicago, Rock Island and Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) Carrier violated the Signalmen's Agreement, particularly the Scope, when, on or about January 10, 1972, Carrier assigned or otherwise permitted to be assigned the maintenance, inspecting, testing and repairs of certain signal facilities of the Joint Interlocking (EJ&E-CRI&P Crossing), Joliet, Illinois, to EJ&E signal employees.

(b) Carrier should pay to Signal Maintainer C. W. Peet, or the signal maintainer subsequently assigned to the territory including the Joint Interlocking, additional time equal to 35 hours per month, plus time equal to the number of man-hours of emergency work and trouble calls performed by EJ&E signal employees, at Claimant's overtime rate. The claim commencing January 10, 1972, and continuing thereafter until proper correction is made. (General Chairman's File: AV-H-117; Carrier's File: L-130-494)

OPINION OF BOARD: In January of 1972 the Joint Interlocking at Joliet, Illinois between the Elgin, Joliet and Eastern and the Chicago, Rock Island and Pacific was converted from a mechanical to an electrical operation.

The control of the interlocking facility was determined by a contract between the carriers which was entered into in 1911. Said contract provided that the E.J. and E. would operate and maintain the interlocking facility. The Rock Island was given the option of maintaining its own block signals whether said signals were used wholly as block signals or performed the functions of both block signals and interlocking signals.

Under the option available to the Rock Island in the agreement, it chose to maintain the U-5 switch circuit controllers at the point in question. These controllers were separate devices from the derails with which they worked in conjunction at this point.

When the interlocking facility was electrified, power switch machines were installed which replaced both the mechanical derail mechanism and the U-5 switch circuit controllers.

It is the contention of the Organization that the function of the U-5 switch circuit controllers is now being performed by switch circuit

controllers housed along with the electrical derail mechanism but as an independent apparatus working in conjunction with the new derail mechanism. It is the right to the maintenance work on the new switch circuit mechanism which has replaced the U-5 switch circuit controllers which is the subject of this dispute.

The Carrier contends that the power switch machines were installed primarily to replace the mechanical pipelines which operated the derails and the the machines' circuits are an integral part of the interlocking system which the E.J. and E. is contractually required to maintain.

In that the Rock Island had elected to maintain the signals in question that work properly belonged to its employes so long as it existed independent of the interlocking system which the E. J. & E. was contractually required to maintain.

The record supports the Carrier's contention that the switch circuit contacts are an integral part of the switch machine. The Carrier was not only within its rights but was bound by the 1911 Contract with the E. J. & E. to permit the E. J. & E. Signalmen to maintain the switch machine a part of the interlocking plant.

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 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 30th day of May 1975.

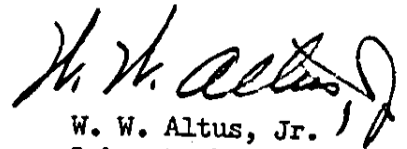
Dissent to Award 20727, Docket SG-20408

In order to set the stage for its denial, the Majority erroneously holds that:

"In that the Rock Island had elected to maintain the signals in question that work properly belonged to its employes so long as it existed independent of the interlocking system which the E. J. & E. was contractually required to maintain."

From the record in this dispute it seems to be quite clear that the involved signals, the circuits of which were controlled by the subject circuit controller and which the Carrier had elected to maintain with its own forces, had not, at any time since the installation of the interlocker, existed independent of the interlocker. Yet, it was the Carrier's option to perform the maintenance upon them as well as the disputed circuit controller. Thus, the lack of independent existence is no basis for the disposition of the dispute.

Award 20727 is in error and I dissent.

  
W. W. Altus, Jr.  
Labor Member