

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21987  
Docket Number SG-21822

John P. Mead, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(The Chesapeake and Ohio Railway Company  
( (Chesapeake District)

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

(a) Carrier continues to violate the current Signalmen's Agreement, particularly Scope Rule 1 and Seniority District Rule 34, when on or about February 27, 1975, Carrier refused to restore all signal work on its property to its Signal employees between MP-C1 and MP-0. As a result of such action we now ask,

(b) Carrier now compensate Signal Maintainer M. F. Wills, C&O ID No. 2271444, or his successor(s), at his applicable overtime rate of pay, in a comparable amount of time, including calls outside of assigned hours, that other than its Signal employees perform work cited in part (a) above. Furthermore,

(c) Inasmuch as this is a continuing violation, said claim to be retroactive sixty (60) days from date of filing (February 28, 1975), and to continue until such time as Carrier takes necessary action to comply with violation cited herein.

[General Chairman file: 75-18-135. Carrier file: SG-452]

OPINION OF BOARD: The work involved in the present dispute is the maintenance of those signal facilities on Carrier's track between the interlocking facility at Gest Street, covered by this Division's Awards Nos. 20181 and 20511, and Carrier's Mile Post 0 (zero). It is the position of the Petitioner that "the parties' Agreement was violated when Carrier assigned signal work within its C&O property lines to B&O employees...." The Carrier maintains that "The claimed activity is not violative of Rule 1 - Scope ... ."

The Petitioner asserts that the work in question is "...work on Carrier's property involving the approach track circuits to Gest Street Interlocking, including certain other track switch circuit controllers, between Gest Street and C&O Mile Post 0 (zero)." In its request for an interpretation of Awards Nos. 20181 and 20511, the Petitioner's position essentially was that the work here in dispute was part of the Gest Street facility, and that as such, it should be assigned to C&O employees along with the signals at Gest Street. In our Interpretation, Serial No. 281, we said:

"... The Awards did not contemplate any other work in the overall project accruing to Claimants. ... It was not our intention to include within the remedy any other work on the interlocking facility, and certainly not 'all signals and related equipment between C & O Mile Post 0 and Mile Post 8.2', or work on C & O No. C-1 and C-2 tracks between Gest Street and C & O Mile Post 0."

Hence, for the purpose of Agreement application, we have already ruled that the work here is to be considered to be part of the overall interlocking facility, and we must determine if work on that facility is reserved to employees of C&O.

In Award No. 20511 we confirmed our holding in Award No. 20181 that, in resolving a jurisdiction of work dispute such as this case, where there are apparent conflicts between the parties' labor Agreement and an interrailroad agreement, "...the agreement which is first entered into relating to the work must be controlling." In the file before us, the Carrier has shown that the interrailroad agreement relating to the present work was entered into in 1907. With that showing, it became incumbent upon the Petitioner to show that the pertinent labor Agreement is of older date than that agreement, and therefore controlling. Petitioner has not so shown, but argued that Awards Nos. 20181 and 20511 and others hold that signal work on Carrier's property is to be performed by C&O signal employees. Petitioner appears to have misunderstood Awards Nos. 20181 and 20511.

Inasmuch as it appears that the interrailroad agreement is older and controlling, this claim must be denied.

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.

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 31st day of March 1978.