

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 29518
Docket No. SG-29531
93-3-90-3-474

The Third Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(CSX Transportation, Inc. (former
(Louisville and Nashville Railroad Company)

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSXT, Inc. (L&N):

Claim on behalf of J. L. Conway et al., for payment of 10 hours of pay each for August 2, 3, 4, 5, 6 and 7, 1989, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, Rule 51 (a), when it allowed or permitted a System Signal Gang to remove an existing wig/wag crossing system and install a flashing light system at 24th and 27th Streets in Gadsden, Alabama." Carrier file 15 (89-66). BRS file Case No. 8026-CSXT.L&N.

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

From August 2 through August 7, 1989, a System Signal Gang consisting of a Foreman and five Signalmen performed the following work on a strip of land between 22nd and 27th Streets, at Gadsden, Alabama. The signal gang: (1) installed 3,200 feet of buried cable to replace an existing pole line; (2) relocated all grade

crossing protection signals, which included replacing wigwag signals with back-to-back flashers at 24th and 27th streets; and, (3) replaced the conventional DC track circuits with phase motion detectors.

Claimants, who are members the Birmingham Division Gang, contend they should have been assigned the Gadsden project because, under Rules 51(a) and 54(a), system signal gangs are restricted to doing construction work on new installations except for emergencies or when maintenance changes are being accomplished in connection with a construction project. The Organization relies on a December 16, 1968 letter Agreement wherein the parties agreed that the Carrier could use system signal gangs to install new equipment to upgrade twenty-five highway crossing signals. The letter Agreement, the Organization asserts, would have been unnecessary if system gangs had already been afforded the right to do such work pursuant to the exceptions to Rules 51(a) and 54(a). The Organization concludes that the work of reconstructing, upgrading or replacing existing signal devices at highway grade crossings is maintenance work, rather than construction work, and thus, is reserved to division signal gangs.

The Carrier responds that the replacement of wigwag signals with back-to-back flashers was only a small portion of the overall construction project which involved the complete relocation of all signal apparatuses controlling all crossing signals between 22nd and 27th Streets, in Gadsden. The Carrier stresses that if the system signal gang did any signal maintenance work it was connected with the construction project.

The installation of replacement signal equipment in the course of moving or relocating crossing devices and controlling apparatus is akin to construction work, rather than maintenance work, and thus, the Carrier may assign the work to a system signal gang. Third Division Award 21064. Like the work in Award 21064, the Gadsden project consisted of not only the replacement, but also the relocation of crossing signal devices. The project involved the upgrading of existing crossing protection devices as well as the replacement of a pole line with buried cable and the installation of phase motion detectors. While the project had some of the attributes of highway crossing signal maintenance work, most of the project can best be characterized as construction work. To the extent the system gang effectuated maintenance changes, they were integral to the construction work and fell within the exception to the applicable Rules. Thus, Carrier did not need the Organization's concurrence to assign the work to the system signal gang.

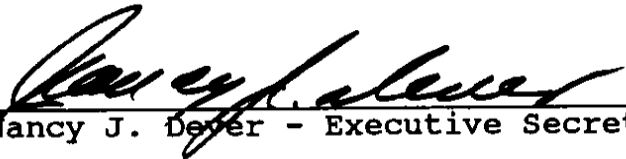
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A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 3rd day of February 1993.