

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 35039
Docket No. SG-35411
00-3-99-3-298**

The Third Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

PARTIES TO DISPUTE: (
(Brotherhood of Railroad Signalmen
(CSX Transportation, Inc. (former Seaboard Coast Line
(Railroad Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (former Seaboard Coast Line):

Claim on behalf of R.L. Lynch for payment of 40 hours at the straight time rate and five (5) hours pay at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule (A) and (B) when it allowed outside Contractors to install signs on all Signal Crossings on the Claimant’s assigned territory during the month of December, 1997. Carrier’s File No. 15(98-208). General Chairman’s File No. SCL/12/98. BRS File Case No. 10856-SCL.”

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 employee 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 were given due notice of hearing thereon.

This is one of numerous claims filed by the Organization claiming the Carrier violated the parties' Scope Rule when it engaged a contractor to install signs on signal equipment.

The record reveals that in 1997 the Carrier began a program of positioning signs at grade crossings giving the phone number of the Carrier's dispatchers. The signs alerted the public to call if a hazardous situation occurred at the crossing, such as a stalled truck on the tracks. The outside contractor fabricated and installed the signs. The signs were attached to grade crossing equipment at crossings where such equipment was located. Where no grade crossing equipment existed the sign was installed as a stand alone sign. This claim only pertains to the signs attached to grade crossing equipment such as gates or flashing signals.

One thing that is clear is that the signs do not activate any signal equipment, nor are there any wires connected to the signs.

The Organization bares the burden of proving its contention that the Agreement was violated. The Carrier argued that the work is not covered by the Scope Rule. It cited several Awards to support its case. Among them is Third Division Award 23481 wherein the Board held:

"... the Carrier argues that passive traffic signs can hardly be considered integral to the Carrier's highway grade crossing protection system so such signs are not appurtenant to the signal system. Lastly, the Carrier asserts that since the Scope Rule does not refer to passive traffic signs, the Organization must demonstrate (and it has failed to do so) that the disputed work has historically and traditionally been performed by signal employees on a systemwide basis.

The signs in dispute are designed to warn and inform oncoming motorists concerning the number of tracks at a railroad crossing or to indicate to the motorist that he is at a grade crossing. The issue is whether these particular signs are appurtenances to highway railroad grade crossing protection systems within the meaning of subparts (A) and (C) of Rule 1.

To demonstrate that the signs are appurtenances specifically covered by Rule 1, the Organization must prove that the signs are an integral part of or essential to the Carrier's highway grade crossing protection system. Third Division Awards No. 11973 (Kane); No. 13857 (Mesigh); No. 19251 (Devine) and No. 22705 (Kasher). We rule that the Organization has not met its burden of proof in this case. The signs which are mostly informational in nature are not substantially related to the highway protection system or to the approach or presence of a train. Thus, the disputed work was not exclusively reserved to the signal employees on this property."

In this claim the Organization failed to prove that the signs in question affect the signal system in any way. It also failed to prove that BRS-represented employees have the exclusive right to install these particular signs.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 25th day of October, 2000.