

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 44544
Docket No. SG-46171
22-3-NRAB-00003-200165**

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

PARTIES TO DISPUTE: (
(Brotherhood of Railroad Signalmen
(CSX Transportation, Inc.

STATEMENT OF CLAIM:

“Claim on behalf of B.M. Baird, Jr., T.R. Blankenship, T.B. Ellifritt, R.T. Fanning, R.S. Hall, S.F. Huffman, N.E. McNeely, J.L. Phelps, P.K. Telford, and C.F. Williams, for 340 hours each at their respective straight time rate of pay and 4 hours each at their respective overtime rate of pay; account Carrier violated the current Signalmen’s Agreement, particularly Addendum 10, when starting on July 18, 2018, and continuing, Carrier assigned Signal Construction Gang 7QAB (Former Conrail) and a former B&O Signal Gang to perform work at the F-Tower Interlocker in Fostoria, Ohio, resulting in a loss of work opportunity for the Claimants. Carrier’s File No. 18-31278. General Chairman’s File No. 18-95-CD. BRS File Case No. 16170-C&O(CD). NMB Code No. 32.”

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.

The claim before the Board is in behalf of the members of a former C&O construction gang due to the Carrier use of former Conrail and former B&O construction gangs to “perform renewals and changes to the signal system within the interlocker at F-Tower in Fostoria, Ohio.” It is the Organization’s position that the use of these construction gangs violated the terms of September 11, 1981 Memorandum of Understanding, hereinafter referred to as Addendum 10. The Organization specifically relies on the following provision of Addendum 10:

1. This understanding is intended to cover the maintenance, and renewal of all signaling and interlocking devices and apparatus within the interlocking limits of the joint interlocking facility at Fostoria, Ohio, including the home and dwarf signals protecting the crossings of the several railroads.

2. If, it becomes necessary to use a signal gang for heavy repairs, renewals, or changes in the joint interlocking facility such gang will be provided by the C&O.

The Organization asserts that the use of non-C&O construction gangs was a clear violation of the above language and that accordingly, the Claimant are entitled to the compensation claimed for loss of this work opportunity.

Contrariwise, the Carrier avers that Addendum 10 is not controlling under the circumstances present herein. The Carrier notes that on May 26, 2016, the Carrier and the Organization reached voluntary agreement to combine the eleven (11) existing agreement into five agreements containing a set of Uniform Rules and that the 2016 Agreement included a three Region construction arrangement. Specifically, the Carrier submits that three construction regions were established, which provides in Section 4(B) as follows:

Regional Construction Teams performing work off property but on Region are regional construction teams performing work outside the area of the former collective bargaining agreement referenced above but on the construction region identified in Attachment A.

In reference to the instant case, the Carrier points out that Fostoria is located within the Western Construction Region and that the gang which performed the

disputed work at Fostoria was a Western Construction Region gang which performed work solely within the Western Construction Region as provided for in the 2016 Agreement. The Carrier argues that Addendum 10 does not apply in circumstances such as those involved herein, where work is performed by a Western Region construction gang.

Upon its careful review of the record and the applicable agreement language, the Board finds that a reading of the 2016 agreement clearly supports the proposition that a Regional construction gang can properly perform work within its established construction region, even if the territory is not on its former property. In fact, the 2016 agreement anticipates that a regional gang may work “off property” but “on region” by providing for additional payments in such circumstances. It is also noteworthy, that Attachment “C” made an initial percentage allocation of gangs on the Western Construction Region based on the four former properties, including the Claimant’s C&O property, as well as the B&O and Conrail properties, who performed the work at Fostoria.

Based on the foregoing, the Board finds that Addendum 10 does not prohibit the Carrier from utilizing a Western Regional construction gang(s) from performing heavy repairs, renewals or changes to the signal system in the Fostoria Interlocking.

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 8th day of October 2021.