

PUBLIC LAW BOARD NUMBER 1837

Case Number 51
(MW-BRS-78-1)

PARTIES TO DISPUTE:

Norfolk and Western Railway Company

and

Brotherhood of Maintenance of Way Employees

STATEMENT OF CLAIM:

1. The Carrier violated the provisions of the Effective Working Agreement dated April 1, 1951, particularly Rules 1, 2(a), 2(b), 2(c)-10, and 15, when it abolished four (4) crossing watchmen positions and one (1) trackman - crossing watchman relief position and removed the controls for the operation of the crossing gates from the tower and installed said controls at ground level for the purpose of using brackmen to protect the crossing at Front Street Crossing, Toledo, Ohio. (MW-BRS-78-1)

2. The Carrier assigned the work of crossing watchman to employees of another craft and class who are not covered by the Scope Rules and denied furloughed Crossing Watchmen K. A. Sarka, jr., P. J. Kamelesky, J. E. Barber, T. L. Kamelesky, also a Section Laborer, and the Trackman-Crossing Watchman Relief employee from performing said work in accordance with their seniority.

3. Said Claimants be paid eight (8) hours at their regular rate beginning November 7, 1977, up to the date they had been returned to their positions as crossing watchmen.

FINDINGS: This Board, upon the whole record and all evidence, finds that:

The carrier and the employee involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as amended.

This Board has jurisdiction over the dispute involved herein.

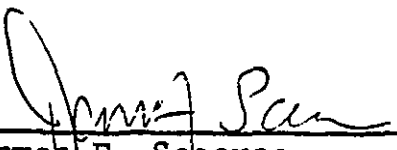
OPINION: The initial actions by the Carrier which resulted in this grievance and Claim were (1) the removal of a watch tower at a specific highway crossing and the relocation of the controls (for lights and gates) to the ground and (2) the assignment of responsibility for operation of such controls by members of train crews represented by another organization (UTU). Therefore, the three Claimants herein, as well as a rotating relief employee were responsible for the control of highway traffic at the crossing via use of the tower.


The record is sufficiently clear that the responsibility for crossing control at this location was reserved for employees represented by the Organization up to the time of the abolishment of the tower and relocation of the controls to the ground. However, there is no evidence that the work of crossing watchmen is reserved exclusively to the employees represented by the Organization. The Carrier is clearly within its right to determine its method of operation and the decision to abolish use of control towers is one such action. Had the Carrier retained the

tower and merely reassigned such work, this Board would be faced with a substantially different issue. Here, the Carrier exercised its managerial prerogative to change the nature of work necessary to ensure crossing control and the case is clearly made that other crafts have been used under similar circumstances. Parenthetically, we find no merit to the Carrier's contention that the Claimants somehow forfeited their seniority rights as crossing watchmen by the events that followed their departures from the abolished jobs.

AWARD:

This Board finds no violation of the Agreement;
Claims are denied.


James F. Searce
Neutral Member


E. N. Jacobs, Jr.
Carrier Member.


William E. LaRue
Employee Member

March 24, 1982 at Philadelphia, Pa.