

SPECIAL BOARD OF ADJUSTMENT NO. 293

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
versus
THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

STATEMENT OF CLAIM:

That the Carrier violated the effective agreement when starting on April 1, 1960, and subsequent dates thereafter, it assigned Crossing Watchmen duties on temporary road crossing east of Bloomsbury, N. J., to employees not covered by the scope of the effective agreement.

That a senior crossing watchman holding seniority on the Central Division, now be reimbursed the equivalent amount of hours worked by other than Maintenance of Way Crossing Watchmen. Claim to date from April 4, 1960 and until the practice is discontinued.

OPINION OF BOARD:

The question presented by this claim is whether, during the period involved, the Carrier violated the M of W Agreement by assigning a Transportation Department (train service) flagman to perform duties at a temporary road crossing east of Bloomsbury, instead of assigning a M of W crossing watchman to this location. The petition contends the Carrier assigned the flagmen to provide protection of the crossing against vehicular traffic of a contractor who was constructing an overhead highway bridge for the State of New Jersey. It is urged that these are duties belonging to crossing watchmen covered by the subject Agreement. The Carrier responds that the Flagman was assigned to flag and protect train movements in connection with vehicular traffic of the contractor at the subject crossing. Carrier asserts this flagman was not required to direct the general run of vehicles over the tracks, unless some unusual condition necessitated such action in connection with train operations; that Transportation Department flagmen traditionally have been utilized to afford protection at crossings in similar situations; and that the assignment of a train service flagman in the instant case was not in violation of the M of W Agreement. Carrier further asserts that while a M of W crossing watchman could have been used in this instance, no craft or class of employee has exclusive jurisdiction over such work.

The evidence convinces us that the train service employee here involved was used primarily to protect the temporary road crossing from vehicular traffic belonging to the contractor. The provision of such protection may be handled by the carrier by automatic (mechanical) as well as by human means. But where, as here, the carrier elects to assign an employee to provide such protection, we are of the opinion that this work belongs to an employee covered by the M of W Agreement. We note that the train service employee used in the subject instance was not providing crossing protection for his own train, and that any flagging of train movements which he performed was incidental to his principal duty of protecting the crossing against vehicular traffic.

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A W A R D: Claim sustained.

/sd/ Lloyd H. Bailer
Lloyd H. Bailer, Neutral Member

/sd/ A. J. Cunningham
A. J. Cunningham, Employee Member

/sd/ C. S. Strang
C. S. Strang, Carrier Member

Jersey City, N. J.
October 13, 1964.