

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Chesapeake District)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen of America on the Chesapeake and Ohio Railway Company (Chesapeake District) that:

(a) The Carrier violated the current Signalmen's Agreement, particularly Rules 1 and 25, when it assigned, allowed and/or permitted section forces (employees of another craft) to clean snow and ice from power interlocking switches at CS Cabin on December 4, 1957, from 2:00 A. M. to 7:30 A. M.

(b) The Carrier now compensate Signal Maintainer R. S. Kennard and Signal Helper John Vergne, regular assignees on CS Cabin signal maintenance territory, for five and one-half hours at their respective overtime rates of pay, for December 4, 1957. [Carrier's file SG-120]

EMPLOYEES' STATEMENT OF FACTS: On December 4, 1957, R. S. Kennard was assigned as Signal Maintainer in charge of the signal maintenance section embracing CS Cabin, Ky., and John Vergne was assigned as Signal Helper with this Signal Maintainer.

Signal Maintainer Kennard is assigned to, in charge of, and responsible for the proper maintenance and repair of all signal facilities on the CS Cabin signal maintenance territory. Signal Helper Vergne in his position as Signal Helper is required to assist Signal Maintainer Kennard in the performance of the maintenance duties of CS Cabin territory.

At 2:00 A. M. on December 4, 1957, the Carrier called track laborers for the purpose of removing snow and ice from the electrically powered switches at CS Cabin Interlocking. Inasmuch as the Carrier called and used track laborers to perform work which properly accrues to employees of the Signal Department, namely, Signal Maintainer Kennard and John Vergne, under the terms of the Signalmen's Agreement, a claim was filed with the Carrier for the amount of time the track laborers were used in removing snow and ice from the power-operated switches at CS Cabin Interlocking.

OPINION OF THE BOARD: This case is the same as in Awards 10422 and 11759 in all material respects. For the reasons stated in those Awards, the claim will be denied.

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

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 1st day of October 1963.