

Award No. 11761

Docket No. SG-10871

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 (Chesapeake District) that:

(a) The Carrier violated the current Signalmen's Agreement, particularly Rules 1 and 25, when on December 12, 1957, it called and used a section foreman on account of an electric switch failure on No. 13 crossover at CS Cabin and did not call Signal Maintainer R. S. Kennard and Signal Helper John Vergne, regular assignees to the CS Cabin signal maintenance territory.

(b) The Carrier now compensate Signal Maintainer R. S. Kennard and Signal Helper John Vergne for four (4) hours each at their respective straight-time rates of pay (minimum call) account not being called at 2:30 A. M. on December 12, 1957, in connection with the electric switch failure on No. 13 crossover at CS Cabin.
[Carrier's file SG-121]

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 with this Signal Maintainer as Signal Helper.

Signal Maintainer Kennard is assigned to, in charge of, and responsible for the proper maintenance 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 signal maintenance duties on the CS Cabin territory.

On December 12, 1957, at 2:30 A. M., the Carrier called a Section Foreman on account of an electric switch failure on No. 13 crossover at CS interlocking plant, CS Cabin, Ky. The Section Foreman answered the call and upon arriving at CS Cabin checked electric crossover switch 13 and cleaned snow and ice from the switch point, after which the electric switch operated properly and locked.

a scope rule every item which the employees of that group might perform incidentally. A good illustration is telephoning. Nowhere in the scope rule for signal employees is there anything covering in specific manner the use of the telephone, but everyone knows the signalman uses the phone in connection with his work as something incidental to his primary duties. Snow cleaning by signal employees stands in the same general relationship.

Conclusions

The Carrier has shown that neither the rules of the two agreements involved nor the awards in antecedent cases furnish any proper basis for the claim in this case, and the claim should be denied in its entirety.

All data contained in this submission have been discussed in conference or by correspondence with the Employee representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The evidence supports the contention of the Petitioner that electric switch No. 13 failed to lock in the normal position, and that as a result a track foreman and one laborer were called out. After these employees cleaned snow and ice out of the switch points, the switch operated normally.

We find that the work involved was incidental to the proper operation of the interlocking and as such belongs to employees covered by the Signalmen's Agreement. Award 4593.

The claim will be sustained.

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 Employees involved in this dispute are respectively Carrier and Employees 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 violated.

AWARD

Claim sustained.

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.