

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19852
Docket Number SG-19658

Benjamin Rubenstein, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Chesapeake and Ohio Railway Company
(Chesapeake District)

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

Claim No. 1.

(a) The Carrier violated the current Signalmen's Agreement particularly Rule 1 (Scope), when it assigned and/or permitted employees of another craft to repair the Stevens hump air compressor on December 8, 9, 16, 17, LB, 21, and 22, 1970. Therefore, as a result,

(b) The Carrier now be required to compensate Signal Maintainer H. H. Clark and Signal Helper E. V. Cotcamp at their applicable rates of pay and for a comparable amount of time for the violation cited in part (a) of this claim.
(Carrier's File: 1-SG-288)

Claim No. 2.

(a) The Carrier violated and continues to violate the current Signalmen's Agreement, particularly Rule 1 (Scope), when, on or about June 14, 1971, it willfully, arbitrarily, and deliberately assigned work involving the replacement of electrical wiring and related protective equipment to persons not covered by the Signalmen's Agreement we have with this Carrier. As a result, we now ask that:

(b) The Carrier be required to pay the Claimants listed below at their time and one-half rates of pay and for an equal number of hours that other than signal employees performed work as cited in part (a) of this claim.

(c) As a result of the work involved herein not being complete as of this date, we also request this claim continue until such time as it is disposed of and the work and maintenance thereof is assigned to employee covered under the Signalmen's Agreement:

H. H. Parker
L. P. Greene
R. L. Scharfenberger
(Carrier's File: 1-X-292)

H. H. Clark
Gerald Moore
E. V. Cotcamp

OPINION OF BOARD: The instant docket involves two claims: The first is for work done on an air-compressor on December 8, 9, 16, 17, 13, 21 and 22, 1970, by employees not covered by the **signalmen's** agreement. The second claim involves work done on or about June 14, 1971 by employees not covered by the agreement, in replacement of electrical wiring. In both cases the work involved the car retarder system at Stevens, Kentucky.

These claims are similar to that in Award No. 19850. In that case we sustained the claim based on Award No. 9210, 10730. Those awards and numerous others clearly established the rule that the **Signalmen's Agreement** covers maintenance of retarder systems. Pursuant to those precedential decisions we find the claims herein sustainable.

We will, therefore, sustain the Claims at the pro rata rate for the number of hours consumed in the aggregate.

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 Employee involved in this dispute are respectively Carrier and Employee 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 carrier violated the agreement.

A W A R D

Claims sustained per Opinion of Board,

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulose
Executive Secretary

Dated at Chicago, Illinois, this 13th day of July 1973.