

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20660
Docket Number X-20170

David P. Twomey, Referee

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

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

(a) The Carrier violated the current Signalmen's Agreement, particularly Rule 1 (Scope), when it assigned and/or allowed an **employee** of another craft to repair one of the Stevens Car Retarder Air Compressors, located at Stevens Yard Hump, on October 13, 14, 15, 26, and 27, 1971.
As a result,

(b) The Carrier now compensate Signal Maintainer H. H. Clark and Signal Maintainer Helper E. V. **Cotcamp** at their applicable time and one-half rate of pay and in a comparable **amount** of time as worked by Carrier's Road Mechanic for the violation cited in part (a):

October 13, 1971 - 8 hours	October 26, 1971 - 4 hours
October 14, 1971 - 8 hours	October 27, 1971 - 4 hours
October 15, 1971 - 8 hours	

/Carrier's File: 1-SG-3037

OPINION OF BOARD: A new 200 horsepower air compressor that had been in service for approximately three months became inoperative due to mechanical problems. The Carrier called in a Road Mechanic, a member of the Machinists Craft, to assist in repairing the compressor. It is the Signalmen's position that the work involved herein is generally recognized as Signal work; and the fact that the air compressor is an integral part of the Stevens Car Retarder System, as the car retarders cannot function without the air compressor, thus demonstrates that such work rightfully and contractually belongs to the employees of the Signalmen's Craft. The Carrier disagrees that the air compressor is necessarily an integral part of the retarder system; and the Carrier contends that the work performed by the Road Mechanic properly belongs to the Machinist Craft, not Signalmen.

This is the most recent claim for decision by the Board involving the Stevens Hump Car Retarder System. In Award 9210, which considered the Scope Rule we are again considering, the Board deliberated on the status of certain labor required in wiring two 75 horsepower **compressor** motors, which motors were to be used to operate air compressors necessary for operation of the car retarder system. The Board in Award 9210 concluded that the Signalmen's claim was proper as provided by the provisions of their Scope Rule. In Awards 19850 and 19852, as in the present dispute, both cases involved work performed by other than Signal forces on air **compressors** at the Carrier's Stevens Hump Yard facility, and both Awards sustained the position of the Signalmen. So also Award 20321 sustained the position and claim of Signalmen in a dispute concerning work performed on an electric motor of a compressor by other than Signal forces at the same Stevens Hump Yard facility. We are of the opinion that the facts of this dispute fit within the principles of Awards 9210, 19850, 19852 and 20321 and we therefore shall sustain the claim.

Notice was given to the International Association of Machinists and Aerospace Workers. This Board has fully considered their **contentions**. We find that the "Special Rules" of the Machinists do not cover Signal work.

Concerning the claim for compensation, we shall sustain the claim, but only to the extent of requiring payment at the straight time rate of pay.

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.

A W A R D

Claim sustained as per Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this **21st** day of March 1975.