

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Donald F. McMahon, 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 Scope of the Agreement bearing an effective date of August 16, 1946, as amended and reprinted, between this Carrier and the Brotherhood when, starting about January 26, 1955, and continuing through to about March 3, 1955, the Carrier assigned workers not covered by the Signalmen's Agreement to perform Scope work on motors used to compress air for the operation of a car retarder system at Stevens, Ky.

(b) The Carrier compensate the members of the Cincinnati Division Signal Gang for an equal number of hours consumed by other workers at the time and one-half rate. [Carrier's file SG-93 ½].

EMPLOYEES' STATEMENT OF FACTS: At the time of the improper diversion of Scope work, this Carrier's Signal Department employees were constructing a car retarder system at Stevens, Kentucky.

The work improperly diverted was a component part of the car retarder system consisting of the wiring of two 75 horse-power 440-volt motors which were installed to provide power in the form of compressed air to operate the car retarder system such as car retarder units and power operated track switches.

The primary purpose of these air compressors is to operate the car retarder system. Use of the compressed air for other purposes is only incidental and constitutes only a small fraction of the compressed air produced.

The diverted Scope work involved in this case did not require special skills, special equipment, or special materials.

A sustaining award in favor of the Signalmen will do violence to rights of the Electrician class of employes and is unwarranted. The claim should, therefore, on this ground also be denied.

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In summation, the Carrier has shown that the claim is without merit and should be denied because:

1. The claim is not supported by Agreement rules.
2. A sustaining award would infringe and nullify rights of another craft.

All data submitted have been discussed in conference or by correspondence with the employe representatives who have made ex parte submission in this case.

OPINION OF BOARD: In view of recent Awards by this Division, and a review of the record at this time, it is our opinion that an Award on this cause should be deferred until an opportunity has been given the International Brotherhood of Electrical Workers, whose rights may or may not be adversely affected by an award herein, to appear and be represented before the Division, if they so desire. See Awards 8781 and 8408.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 merits of the claim at this time are not subject to an award until such Notice is properly given said third parties.

AWARD

Hearing and decision deferred pending Notice to International Brotherhood of Electrical Workers to appear and be represented in this cause if they so desire.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November, 1959.