

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David Dolnick, 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 when it assigned and/or permitted section forces (employees of another craft) to keep power interlocking switches free from snow and ice on the Brighton territory on January 13, 1957.

(b) the Carrier now compensate Signal Maintainer R. L. Davis, the regular assignee on the Brighton territory, for eight hours at his respective overtime rate of pay, for January 13, 1957. [Carrier's file SG-105]

EMPLOYEES' STATEMENT OF FACTS: On January 13, 1957, the Carrier called and used Section Laborers to remove snow and ice from the power operated interlocking switches on the Brighton, Ohio, signal maintenance territory. The power switches involved in this dispute are part of a C.T.C. (Centralized Traffic Control) system and are controlled and operated from the C.T.C. plant at Cheviot, Ohio. Signal Maintainer R. L. Davis is assigned to, in charge of, and responsible for the proper maintenance and repair of all signal facilities on the Brighton territory.

The Section Laborers worked from 7:00 P. M. to 4:30 A. M. on January 13, 1957, removing snow and ice from the power operated switches at Brighton, Ohio. Inasmuch as the Carrier called and used Section Laborers to perform signal work which properly accrues to employees covered by the current Signalmen's Agreement, a claim was filed in behalf of Signal Maintainer Davis with the Carrier for the amount of time that the Section Laborers were used in removing the snow and ice from the power operated switches.

The claim was filed as follows by **Local Chairman S. J. Moffett** with **Mr. D. F. Apple, Division Engineer**, under date of **January 28, 1957:**

This follows the general plan of collective bargaining, it not being practical to line out in 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.

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

OPINION OF BOARD: The facts are not in dispute. On January 13, 1957, and for sometime prior thereto, R. L. Davis was employed as the regular Signal Maintainer on the Brighton territory which is located "within Carrier's Cincinnati, Ohio, Terminal Area." Mr. Davis was assigned as a maintainer of a C.T.C. (Central Traffic Control) system "to a territory between Liberty Street, Cincinnati, Ohio and Cheviot, a distance of 8.2 miles." Mr. Davis regularly worked the day shift which he completed that day.

On January 13, 1957, a heavy snowfall fell. One laborer (a track employee) "was called to sweep snow from interlocking switches on Brighton territory." This laborer worked from 7:00 P. M. on January 13, 1957, until 4:00 A. M. on January 14, 1957.

The Organization filed a claim on behalf of Davis for eight hours at the overtime rate, contending that the Carrier violated Scope Rule 1 which implies by its terms that snow removal properly belongs to signal employees.

The Scope Rule in the Agreement between the parties, then in effect, read as follows:

"RULE 1 — SCOPE

"This agreement covers rates of pay, hours of service, and working conditions of all employees engaged in the maintenance, repair, and construction of signals, interlocking plants, highway crossing protection devices and their appurtenances, wayside train stop and wayside train control equipment, car retarder systems, including such work in signal shop, and all other work generally recognized as signal work. It is understood the classifications provided by Rules 2, 3, 4, 5, and 6 include all the employees of the signal department performing the work described in this rule."

On January 30, 1957, the Carrier's Division Engineer wrote to the Organization's Local Chairman, in part, as follows:

"As long as there are no signal facilities involved in the removal of snow from switches, this type of work is considered to be

Maintenance of Way work. If the switch mechanism on power switches is involved, then the Signal Maintainer will be called.

"Since the work of snow removal from either power or hand operated switches is considered Maintenance of Way work, your claim is declined."

Pursuant to Section 3, First (j) of the Railway Labor Act, the Secretary of this Board on November 14, 1961, wrote the President and General Chairman of the Brotherhood of Maintenance of Way Employees, by certified mail, advising that Organization of the pendency of this dispute and offered them an opportunity to be heard. The Organization disclaimed any and all interest in this dispute by letter to the Secretary of this Board dated November 16, 1961, all of which is part of the record.

Scope Rule 1 clearly defines the work of signalmen as highly skilled mechanics or craftsmen who have special ability in the maintenance, repair and construction of the many types of signal devices. Whatever semi-skilled or unskilled work which they may perform incidental to their trade skill is not necessarily such work which falls within the Scope Rule as belonging exclusively to the signalmen. The skilled abilities of a signalman include such occupations as knowledge of telephone lineman work, carpenter, welder, electrician and others. This Board fully set out the scope of a signalman's work in Award 1501 (Shaw). Both parties cite Award 1501. The Organization contends that:

"Maintenance, in railroad signaling, covers a wide variety of operations. It will vary from cleaning, the digging of ditches and lubrication of moving parts to care of intricate electrical relays and wiring."

It may also include the sweeping of snow from interlocking switches if the Carrier assigns a signalman to do so, but that does not mean that only a signalman may sweep the snow. It is not the exclusive work of signalmen to sweep snow from interlocking switches whether they are manually or power operated. There is nothing in the Scope Rule which justifies any other interpretation. It is no solace to the Organization to rely on the statement in Award 1501 (Shaw) that: "It appears from the record that a signalman is a composite of many trades." Sweeping snow is not a "trade" within the meaning of that decision or within the meaning and intent of the Scope Rule. See Awards 1656 (Garrison), 4593 (Carter), 4948 (Carter), 5347 (Robertson), 5439 (Parker), 5875 (Yeager), 6253 (Yeager) and 7661 (Smith). While it is true that the parties in some of the awards above cited did not directly involved the Signalmen but rather the Brotherhood of Maintenance of Way Employees, the principle established in the awards are applicable to the interpretation of the dispute in this case.

There is no conflict between Award No. 10051 (Dugan) and the Findings in this case. The Board in Award No. 10051 said: "In determining to what class or craft work belongs the determining factor is the reason for the performance of the work." The reason for sweeping snow away from interlocking switches is to avoid possible clogging and freezing of the switches. The Claimant was not then on duty, neither was any other signalman working in the area at the time. In Award 10051 signalmen were on duty and performing the work when others, not covered by the Signalmen's Agreement, were assigned to assist the signalmen on the job. The Board in that case said:

"Here in one instance relocation of signal equipment was involved, in the other case the signal equipment was being delivered along the Carrier's line for use in the Signal System. Indeed, the Carrier admitted the work in question was signalmen's work. Under such circumstances, the work involved was the exclusive work of the Signalmen."

In the present case before the Board the Carrier does not admit that sweeping snow away from interlocking switches was the exclusive work of the signalmen. On the contrary, the record shows that the Carrier denied this in the letter of January 30, 1957, quoted, in part, in this Opinion. Furthermore, the record shows that track laborers have historically done this work. In periods of emergency, signal as well as other employes have assisted laborers in cleaning snow. Even the Organization disclaims "exclusive right to remove snow and ice from all switches." They claim only "that the work of removing snow and ice from all power operated switches . . . is the responsibility and duty of the signal employe in charge of and assigned to the signal maintenance sections in which the power operated switches are located." We cannot agree to the contention that the Claimant should have been called to remove the snow. Only one track laborer was used. If any mechanical difficulties had occurred, the Claimant, in line with his duty, would have been called.

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 Agreement has not been violated.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1962.