

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 the Scope Rule) when it assigned and/or permitted section forces (employees of another craft) to sweep snow and ice from power interlocking switches at NJ Cabin and Riverton, Kentucky, from 12:30 A. M. to 4:30 A. M. on January 31, 1957.

(b) The Carrier now compensate Signal Maintainer E. L. Ratcliff and Assistant Signal Maintainer M. Arnold, regular assignees at NJ Cabin, and Signal Maintainer J. Graham and Maintainer Helper C. M. Cooke, regular assignees at Riverton, Kentucky, for four hours each at their respective overtime rates of pay for the violation listed in part (a). [Carrier's File SG-109]

EMPLOYEES' STATEMENT OF FACTS: On January 31, 1957, the Carrier called and used section laborers to remove snow and ice from the power-operated interlocking switches at NJ Cabin and also at Riverton, Kentucky. Signal Maintainer E. L. Ratcliff and Assistant Signal Maintainer M. Arnold are the regular assignees to the NJ Cabin signal maintenance territory and are assigned to, in charge of, and responsible for the proper maintenance and repair of all signal facilities on the NJ Cabin territory.

Signal Maintainer J. Graham and Signal Helper C. M. Cooke are the regular assignees to the Riverton, Ky., signal maintenance territory and are assigned to, in charge of, and responsible for the proper maintenance and repair of all signal facilities on the Riverton, Ky., territory.

The section laborers worked from 12:30 A. M. until 4:30 A. M. on January 31, 1957, removing snow and ice from the power-operated switches located at NJ Cabin and Riverton, Ky. 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

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 telephone 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 Employe representatives.

OPINION OF BOARD: The facts in this dispute are similar to the facts in Award 10422 involving the same parties and the same Agreement. Likewise, the same contentions are made by the parties that were made in Award 10422. We have reviewed that Award and do not find it to be palpably wrong. The claim herein will be denied.

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 not violated.

AWARD

Claim denied.

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.