

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, 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, in particular Rules 1 and 25, when on February 1, 1958, and again on February 15, 1958, it assigned or otherwise permitted employes not covered by the Signalmen's Agreement to perform the work in connection with sweeping snow from power switches at NJ Cabin interlocking plant.

(b) The Carrier now compensate Signal Maintainer E. L. Ratcliff and Assistant Signal Maintainer M. Arnold, regular assignees at NJ Cabin, at their respective applicable rates of pay for the comparable amount of time that employes who were not covered by the Signalmen's Agreement were used in sweeping snow from the power switches at NJ Cabin. [Carrier's file SG-124.]

EMPLOYEES' STATEMENT OF FACTS: On February 1 and 15, 1958, the Carrier called and used section laborers to remove snow and ice from the power-operated switches at NJ Cabin Interlocking Plant. 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. The section laborers worked from 9:30 P. M. on February 1, 1958, to 9:00 A. M. on February 2, 1958, and from 6:30 A. M. to 10:00 P. M. on February 15, 1958.

Inasmuch as the Carrier called and used section laborers to perform signal work which properly accrues to employes covered by the current Signalmen's Agreement, a claim was filed with the Carrier in behalf of Signal Maintainer Ratcliff and Assistant Signal Maintainer Arnold for the amount of time the section laborers were used in removing snow and ice from the power-operated switches located at NJ Cabin.

Referee reasoned that this was an emergency condition requiring incidental work as a safety measure, and while such case may have no direct bearing on the instant case, its doctrine plainly fails to support the contention of the Employees in the case at issue.

Rule Coverage on Incidental Snow Removal By Signal Employees

The awards which have been discussed above all adhere to the basic principle that snow removal is the primary job of track laborers, but that signal employees may do such work incidental to performance of their regular work or in emergency when track laborers may not be able to do such work.

Reference to the portion of Rule 65 of the Maintenance of Way Agreement quoted above by the Carrier will show that the parties to the two collective bargaining agreements here involved recognized just that principle annunciated by the Board. In other words, in enumerating in Rule 65 of the Maintenance of Way Agreement the work to be done by section and extra gang laborers, the parties to that agreement specifically reserved to signal employees the right to do the incidental snow and ice cleaning work, whereas in the signalmen's agreement there is nothing to specifically cover. 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.

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

OPINION OF BOARD: This case is the same as in Awards 10422, 11759 and 11760 in all material respects. For the reasons stated in those Awards, the claim 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.