

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David L. Kabaker, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement when, on March 7, 1961, it assigned employees not covered by the Signalmen's Agreement to perform signal work which involved the removal of snow from snow-operated switches at the Topeka, Kansas, interlocking.

(b) The Carrier now be required to compensate Signal Maintainer A. E. Kettermen at his punitive rate of pay for eight and one-half (8½) hours, the amount of time spent by the track forces in performing the signal work involved. [Carrier's File: L-130-232]

EMPLOYEES' STATEMENT OF FACTS: On the date involved in this dispute, March 7, 1961, Claimant A. E. Kettermen was regularly assigned as Signal Maintainer at Topeka, Kansas, Interlocking Plant. At 11:30 P. M. on this date, the Carrier called its section men to remove snow from the power-operated (electrically-operated) switches at the Topeka Interlocker. Claimant Kettermen was not called and the section forces performed the work for which called until 8:00 A. M. the following morning.

The work involved in this claim is generally recognized signal work on this Carrier which has paid identical claims to signalmen in the past. In view of the obvious violation, Claimant Kettermen presented a Carrier Form G-87, dated March 7, 1961, on which he claimed eight and one-half (8½) hours' pay at the punitive rate account of not being called to perform signal work. On March 15, 1961, Supervisor J. E. Webb returned the Form G-87 to Claimant with a note, contending that to his knowledge no signal work was performed.

In a letter dated May 1, 1961, attached hereto as Brotherhood's Exhibit No. 1, Local Chairman A. E. Kettermen filed a claim for eight and one-half hours at the punitive rate of pay on behalf of himself account of not being called to perform the signal work in question.

priate division of the National Railroad Adjustment Board. * * *
It is understood, however, that the parties may by agreement in
any particular case extend the 9 months' period herein referred to."

(Exhibits not reproduced.)

OPINION OF BOARD: On March 7, 1961 Carrier called section men
to remove snow from power-operated switches at the Topeka Interlocker
which were in operative condition at the time.

The Brotherhood contends that a Signal Maintainer should have been
called to perform the work.

Carrier denied claim, asserting that the work involved was not the
exclusive work of Signal Maintainers.

The finding must be that the work of manual snow removal from switches
at interlockers, where no malfunction exists, is not reserved to any craft.

This conclusion is supported by prior awards of this Board in disputes
where the facts were essentially the same as in the instant dispute. See
Awards 10422, 11759, 11760 and 11762.

The Claim must, therefore, 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 respec-
tively 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 4th day of November 1966.