

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19376
Docket Number SG-18173

Thomas L. Hayes, 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) Carrier violated the current Signalmen's Agreement, in particular Rule 1 (scope), when on or about September 1, 1967 it assigned portions of an electric switch heater installation on crossovers 49 and 51 at the Carntown, Kentucky, signal interlocking plant (Mile Post 633.5) to employees not covered and hold no rights under the provisions of the Signalmen's Agreement.

(b) Carrier now compensate the claimants named above at their applicable rate of pay, in the comparable amount of time that the Carrier used employees not covered in the Signalmen's Agreement in performing the work as cited in part (a) of claim. In view of the fact that this facility has not been placed in service, and that the Carrier's action as stated above is a continuing violation of our Agreement, we request that this claim be retroactive from filing date of claim and to continue until such time as the Carrier takes the necessary corrective action to assign such work to employees covered in the Signalmen's Agreement.

Carrier's File: 1-SG-262; X-7-67

OPINION OF BOARD: On or about September 1, 1967, the Carrier arranged for the installation of electric switch heaters on Crossover 49 and 51 at Carntown, Kentucky. The switch heaters were to be controlled remotely from CS Cabin at Stevens, Kentucky, about 17 miles distant. Petitioner asserts that Carrier violated the Agreement when it assigned portions of the installation work to employees not covered by the Signalmen's Agreement.

Carrier, on the other hand, points out that the original heaters at Carntown were propane heaters installed and maintained by other crafts and that signalmen do "not have the ground of prior right to such work upon which to base their contention that they alone should do the installing and maintaining at Carntown of the new electric heaters."

While the Petitioner contends that the switch heaters involved in this dispute are an integral part of the interlocking and signal system, it should be noted that these switch heaters in no way control the movements of trains in the area involved. Instead, they melt the snow and ice from the crossovers.

A review of previous Awards persuades us that work involving snow removal belongs to maintenance of way employees but that it may be performed by other employees as an incident of their regular work.

In the case now before us, the Petitioner made no showing that the work in dispute is of a type historically and customarily performed by Signalmen alone and therefore we must dismiss the claim.

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 Claim be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of July 1972.