

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19850
Docket Number SG-19574

Benjamin Rubenstein, 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, particularly Scope Rule 1, when it assigned or permitted on May 20 and 21, 1970, the repair of Stevens hump air compressor motor to railway electricians (two); and

(b) The Carrier further violated our current Agreement, particularly Scope Rule 1, when it assigned or permitted, on June 16, 1970, a railway road mechanic to disassemble one of the two air compressors at Stevens hump; therefore as a result,

(c) The Carrier now be required to compensate Signal Maintainer H. H. Clark and Signal Maintainer Helper E. V. Cotcamp at their applicable pro rate of pay, in the comparable amount of time, for the violations cited in parts (a) and (b) of this claim.

(Carrier's File: 1-SG-283; SB-11-N)

OPINION OF BOARD: The claim herein is almost on all fours with that involved in Award No. 9210, between the same parties and involving the same agreement and a similar issue. There, the complaint alleged, that work involving a component part of the car retarder system consisting of the wiring of two 75 horsepower 440-volt motors was given to workers not covered by the signalmen's agreement. The instant case, consisting of two claims, also involves the car retarder system. Some of the work was done by machinists and some by electricians - none of whom was covered by the signalmen's agreement.

In Award 9210 we said:

"... the Agreement before us provides in the Scope Rule for the maintenance repair and construction of signals, ... car retarder systems, ... While the Scope Rule is general in character, we cannot agree that such rule is ambiguous or that past practice may lessen the effectiveness of the provision of the agreement, where there are no exceptions or modifications contained in the Rule involved".

We are bound by the decision in Award 9210. See also Award No. 10730.

Award No. 12411, relied on and cited by the carrier, is distinguishable in facts from those contained in 9210. In Award No. 12411 the compressors were originally maintained by dock longshoremen before the car retarder system was installed. No such situation exists in the instant case.

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 Carrier violated the contract.

A W A R D

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 13th day of July 1973.