

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISIONAward No. 30834  
Docket No. SG-31181  
95-3-93-3-238

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Chicago and North Western Transportation  
( Company

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago & North Western Transportation Co. (CNW):

Claim on behalf of D.J. Kramer, J.B. Bunger, D.A. Polum, and J. Jensma for payment of 40 hours each at their respective straight time rates, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it utilized other than employees covered by the Signalmen's Agreement to perform the covered work of installing gas snow melters at Fairfax, Iowa and deprived the Claimants of the opportunity to perform the work. Carrier's File No. 79-92-15. General Chairman's File No. S-AV-75. BRS File Case No. 8990-CNW."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This case involves a claim in which the Organization alleges that the Carrier violated the Scope Rule of the Signalmen's Agreement when it utilized employees of the Maintenance of Way craft to do necessary preparatory work and install the gas hot air switch blowers (heaters) within the interlocking at Fairfax, Iowa.

Because of the involvement of the Brotherhood of Maintenance of Way Employees as an interested Third Party in this dispute, the Board invited that Organization to present written evidence and argument to the Board in connection with their position in this case. They did so arguing that the work here in dispute accrued exclusively to the employees covered by the Maintenance of Way Agreement. They contended that their right to the performance of such work is found in and supported by the language of the Scope as well as the Classification of Work Rules found in the Maintenance of Way agreement.

Carrier, in their denial of the claim, argued that the work of installation of this type of switch blower (heater) is not reserved to employees of the Signalmen's craft. Carrier acknowledged that the Signalmen's Scope Rule did provide for "servicing gas switch point heaters at interlocking plants," but insisted that the work of installing such switch heaters accrued to Maintenance of Way employees.

The Board is convinced, on the basis of the language of the respective Scope and Classification of Work Rules as found in the separate Agreements, that the Signalmen's Scope Rule does not address the work here at issue. On the other hand, the Rules of the Maintenance of Way Employee's Agreement does cover work of the type and nature here involved. On the basis of this determination, the claim as presented herein is denied.

AWARD

Claim denied.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Dated at Chicago, Illinois, this 27th day of April 1995.