Award No. 6220
Docket No. SG-6130

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Peter M. Kelliher, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
—Coast Lines—

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Atchison, Topeka and Santa Fe Railway that Signal Maintainer C. E. Prock at Ash Fork, Ariz., Albuquerque Division, be paid a minimum allowance of four hours at straight-time rate of pay on Sunday, April 4, 1948.

EMPLOYES' STATEMENT OF FACTS: About 10:00 A. M. Sunday, April 4, 1948, there was a failure of an indication electric light bulb on the panel of an interlocking machine at Ash Fork, Arizona which was replaced with a new bulb by the first trick telegrapher assigned to the first trick of the Ash Fork interlocking plant.

The claimant, Signal Maintainer C. E. Prock, was scheduled subject to call on this date as provided in Article II, Section 11 (c), of the Signalmen's Agreement. He was ready, available, and willing to be called to make repairs to the Ash Fork interlocking or to answer other calls had any occurred.

The replacement of a defective electric light bulb constitutes repairs to the interlocking machine, which is specifically covered by the Scope rule, the relevant portion reading, "This agreement governs the * * * working condition of employes * * * who * * * repair interlocking plants * * * including all their appurtenances and appliances."

There are no exceptions, either expressed or implied, which permit the performance of repairs to interlocking plants or their appurtenances by a telegrapher, as was done in the instant case.

During the handling of this claim on the property the Carrier advanced several arguments in denying the claim, none of which disposed of the clear and definite provisions of the Scope rule above quoted.

Formal protest against this violation of the Signalmen's Agreement was made in the usual manner on the property and appealed in proper order, without securing a satisfactory settlement.

February 1, 1946. The Third Division has repeatedly held and recognized that when collective bargaining agreements are negotiated or revised and existing practices are not abrogated or changed by the terms of the new or amended agreement, such practices are just as enforceable as if they had been expressly authorized by the terms of the Agreement itself. See Awards 3421, 4104, 4791 and many others.

Finally, if there remains any doubt with regard to the correctness of the Carrier's position that the repacement of a burned out electric light bulb is not signal work and that the handling complained of in the instant dispute was not violative of either the "scope" or any other rule of the current Signalmen's Agreement, it will be resolved by the conclusions expressed in the following excerpt from the Opinion of Board in Third Division Award 2932 which denied a similar claim of the complaint Brotherhood:

> "The replacement of a burned out electric light bulb in a train order signal requires no special skill. It is just as commonplace as the replacing of a defective electric light bulb in one's home. It is not recognized as the attribute of any particular trade or profession. It is a routine function which anyone could well perform. To hold that a carrier must call a skilled employe who might often be a considerable distance away, to replace an electric light bulb of ordinary type, was never contemplated by the Scope Rule. If it should be so construed, we would be well on our way towards the creation of contractual absurdity by interpretation.
>
> The Board recognizes the necessity of protecting the work of signalmen as it does any other group under a collective agreement. But this does not mean that the simple and ordinary work that is somewhat incidental to any position or job and requiring little time to perform, cannot be performed as a routine matter without violating the current Agreement. To come within the scope of the Agreement it must be work requiring the exercise of some degree of skill possessed by a signalman. It is not disputed that prior to the negotiation of Signalmen's agreements, the attending of train order signal lights was the work of the Telegraphers and many Telegraphers' agreements still require it as a Telegrapher's duty. Clearly, the quoted Scope Rule of the Signalmen is not definite enough to remove this routine work from the Telegraphers, nor specific enough to place it exclusively with the Signalmen. The contentions of the Organization attempt to draw too fine a line and tend to inject too much rigidity into railroad operation when a reassonable amount of flexibility is essential to the welfare of both the employes and the carrier. We do not think that a proper basis of an affirmative award exists."

In conclusion, the Carrier respectfully asserts that the instant claim is entirely without support under the Agreement rules and should be denied in its entirety.

All that is contained herein is either known or available to the employes or their representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: About 10:00 A. M. on Sunday, April 4, 1948, a telegrapher replaced an indication electric light bulb on the panel of an interlocking machine. The claim is that said work comes within the "Scope Rule" and therefore should have been assigned to the claimant, a Signal Maintainer. The record shows that this work has been in the past, performed by more than one classification.

The Parties are in disagreement as to whether this work is comparable to that of replacing burned out electric light bulbs in train order signals. The Company claims the work is comparable and relies on the Organization's failure to further process a claim of March 31, 1942, relating to the replacement of bulbs in train order signals.

This Board in Award 2932 held that the replacement of burned out electric light bulbs in train order signals was not "exclusively" that of the Signalmen. The Scope Rule in that case provided that "Signal work shall include the * * * maintenance and repair of signals." Both cases involve the replacement of burned out electric light bulbs and whether they be considered appurtenances to "signals" or "interlocking plants." The following words of the Board in the above cited Award are equally applicable:

> "It is evident that signalmen must be employes of varied skills and that the rule contemplates that all the work requiring the exercise of such skills, training and experience shall be performed by signalmen.
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> The replacement of a burned out electric light bulb in a train order signal requires no special skill. It is just as commonplace as the replacing of a defective electric light bulb in one's home. It is not recognized as the attribute of any particular trade or profession. It is a routine function which anyone could well perform. To hold that a carrier must call a skilled employe who might often be a considerable distance away, to replace an electric light bulb of ordinary type, was never contemplated by the Scope Rule. If it should be so construed, we would be well on our way towards the creation of a contractual absurdity by interpretation.
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FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 no contract violation is shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 29th day of May, 1953.