

Award No. 10812
Docket No. SC-10478

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Missouri Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly Rule 26, when on December 26, 1956, following an investigation held on December 19, 1956, to develop facts and place responsibility in connection with main track cross-over switch being run through at south end of Poplar Bluff Yard about 1:15 P.M., December 10, 1956, by yard engine 4320, it attached to the personal service record of Signal Maintainer M. E. Duncan, with headquarters at Harviell, Mo., a letter of reprimand which was unwarranted, unjust, and in abuse of its discretion.

(b) The Carrier now be required to remove the letter of reprimand dated December 26, 1956, from Signal Maintainer M. E. Duncan's personal service record and thereby clear his record of such false and erroneous charges. [Carrier's File No. 255-294]

OPINION OF BOARD: This is a dispute between The Brotherhood of Railroad Signalmen of America and The Missouri Pacific Railroad Company.

On December 10, 1956 the Claimant called the control operator at Knobel, Arkansas and stated he was going to follow Train No. 4 from Harviell to Poplar Bluff and work on Nos. 2 and 4 cross-over switches at Poplar Bluff. These switches are controlled by the control operator at Knobel. 15-20 minutes later Claimant arrived at Poplar Bluff and proceeded to work on the north switch of No. 2. He cranked the switch from normal to reverse. He checked the signal and it was red. While doing this work a train backed over the switch and ran through the south switch causing damage to the rails and the south switch.

On December 19, 1956 an investigation was held to determine the facts and place responsibility in connection with the accident. The Carrier after the hearing attached a letter of reprimand to the personal service record of Claimant.

The Carrier contends that Claimant violated Rule 105.

"Rule 105. Operating Remotely Controlled Switches.

"Employees must not operate remotely controlled switches by hand without first obtaining authority from Train Dispatcher or Control Operator.

"When authority has been granted to operate a dual control switch by hand, switch may be operated as follows:

- "1. Unlock switch lock.
- "2. Operate dual control selector lever marked 'Power' to position marked 'Hand'.
- "3. Operate hand lever back and forth until switch points are seen to move with movement of lever, then line switch in position for route to be used.
- "4. After movements over switch have been completed, restore switch by hand to normal position, then lock dual control selector lever in position marked 'Power', and notify Train Dispatcher or Control Operator."

The semantics of the rule is that of the Carrier. We are of the opinion that the Claimant cannot be expected to interpret the rule to mean immediately prior to operation of switches. It is a simple matter for the Carrier to so explain the rule or to so state in the rule. We believe that Claimant did comply with the rule.

For the foregoing reasons, we believe the Agreement was violated.

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 Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September 1962.