



Award Number 17328

Docket Number SG-18050

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LEHIGH VALLEY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Lehigh Valley Railroad Company that:

- (a) Carrier violated the current Signalmen's Agreement particularly the Scope, when on March 17, 1967, section men were used to investigate switch failure at Bethlehem Interlocking.
- (b) Carrier be required now to pay Signal Maintainer M. J. Sar and Assistant Signal Maintainer J. E. Lightcap each two and two-thirds (2-2/3) hours, a minimum call, because of the above violation.

EMPLOYEES' STATEMENT OF FACTS: This dispute arose because employees who are not covered by the Scope Rule of the Signalmen's Agreement were called to correct a switch failure on the night of March 17, 1967.

Claimants Signal Maintainer M. J. Sar and Assistant Signal Maintainer J. E. Lightcap were available for service and would have responded had they been called to correct the switch failure on the night in question.

The Scope Rule of the Signalmen's Agreement between the parties reads as follows:

"SCOPE

This agreement covers rates of pay, hours of service and working conditions of all employees in the Signal Department (except supervisory forces above the rank of foreman, clerical forces and engineering forces) engaged in the work of construction, installation, inspecting, testing, maintenance and repair of signals, interlocking plates, automatic highway crossing protection devices and their appurtenances, wayside cab signal train stop and train control equipment, car retarder systems, centralized traffic control systems, shop repairing of relays, signals, switch magnets, motors, et cetera, bonding of track for signal and interlocking purposes, and all other work generally recognized as signal work.

No employees other than those classified herein will be required or permitted to perform any of the work covered by the Scope of this agreement.

It is understood the following classifications shall include all of the employees of the signal department performing the work described under the heading 'Scope.' "

The claim was handled in the usual and proper manner, up to and including the highest officer of the Carrier designated to handle such disputes without obtaining a satisfactory settlement.

There is an Agreement in effect between the parties, bearing an effective date of July 1, 1942, revised September 1, 1949, as amended, which is by reference made a part of the record in this dispute.

(Exhibits not reproduced)

CARRIER'S STATEMENT OF FACTS: There is in effect on this property an Agreement between the Lehigh Valley Railroad Company and the Brotherhood of Railroad Signalmen, effective September 1, 1949, which by this mention becomes part of this Ex Parte Submission.

Also, Carrier's Exhibits "A" through "L" are made part of this Ex Parte Submission.

About midnight March 17, 1967, account of prevailing snow storm conditions, M. W. Track Forces were called out to clear snow, including from switch points in the Bethelhem, Pa. Interlocking.

About 3 A.M., March 17, 1967, Switch No. 47 failed to operate because of a blown fuse in the front of the interlocking machine in the tower which the towerman replaced and switch became operative without any further action.

Employees contend Carrier violated the current agreement, particularly the Scope of the Agreement. The Scope Rule of the Signalmen's Agreement is a general rule without specific mention of replacement of blown fuse in front of the interlocking machine in the tower.

The replacement of the fuse here described was accomplished by the towerman on duty. This fuse is part of the interlocking machine in the lever room and replacement, when required, is done by the towerman on duty. Replacement in this case was made by the towerman and no demand right to be called to make the replacement exists for Signalmen craft.

(Exhibits not reproduced)

OPINION OF BOARD: The facts in this case are comparable to those in Award 17327. An interlocking switch failed to operate. Maintenance of Way employees cleaned snow from the switch, but the switch still would not operate due to a blown fuse, which fuse was replaced by towerman. The Carrier stated in handling the dispute on the property that the blown fuse resulted from the towerman attempting to operate the switch while it was plugged with snow.

As there was an equipment failure, the claim herein will be sustained for the reasons stated in Award 17327.

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 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 the Agreement was violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1969.