

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19332
Docket Number SG-18981

Arthur W. Devine, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Western Maryland Railway Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Western Maryland Railway Company:

Claim No. 1:

(a) That the Carrier violated the Signalmen's Agreement, particularly the Scope, when on January 26, 1969, track foreman was called to clear signal trouble, caused by spring switch at Confluence, East End.

(b) That Signal and Communication Mtr. D. L. Horning now be allowed call time of two hours and forty minutes at time and one-half rate account of other person or persons not covered or classified by the Signalmen's Agreement performing this work.

Claim No. 2:

(a) That the Carrier violated the Signalmen's Agreement, particularly the Scope, when on February 28, 1969, 10:45 P.M., track foreman was called to clear signal trouble caused by spring switch at Confluence, East End.

(b) That Signal and Communication Mtr. D. L. Horning now be allowed call time of two hrs. and forty minutes at the time and one-half rate account of other person or persons not covered or classified by the Signalmen's Agreement performing this work. (B.R.S. Cases Nos. 1 and 2-1969)

OPINION OF BOARD: On each of the dates involved, after train had passed through spring switch at Confluence, which is in C.T.C. territory, the train dispatcher at Cumberland, Maryland, noticed on the control panel that the spring switch did not return to its normal position. A maintenance of way employe was sent to the location of the spring switch and found sand in the switch and the switch points open. He swept out the sand and manipulated the switch by hand, as result of which the train dispatcher received normal switch indication on the C.T.C. machine.

The Petitioner relies primarily on the Scope Rule of the Agreement, which provides in part:

"This agreement covers rates of pay, hours of service and working conditions of all employees, classified in Article 1 of this agreement, either in the shop or in the field, engaged in the work of construction, installation, inspecting, testing, maintenance, repair and painting of:

* * * * *

"(i.) Spring switches where points locked or signal protected, excluding work normally performed by track forces."

The Carrier contends that the only work performed by the Maintenance of Way employe was to remove sand from the switch points, that he did no signal work, and that it has been the practice for years for track forces to clean switches.

In Award 11761 (Dorsey), involving a somewhat comparable situation, the Board held:

"The evidence supports the contention of the Petitioner that electric switch No. 13 failed to lock in the normal position, and that as a result a track foreman and one laborer were called out. After these employes cleaned snow and ice out of the switch points, the switch operated normally.

"We find that the work involved was incidental to the proper operation of the interlocking and as such belongs to employes covered by the Signalmen's Agreement. Award 4593.

"The claim will be sustained."

Award 11761 was affirmed in Awards 19186, 19270 and 19272. We adhere to the principles enunciated in those awards. See also Awards 13938, 14577, 18372 and 18557. The claim will be sustained.

We have considered the submission of Brotherhood of Maintenance of Way Employees and the pertinent part of its agreement with Carrier and find that under the circumstances herein Carrier's failure to call Signalmen violated Signalmen's Agreement.

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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.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 14th day of July 1972.