

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19463
Docket Number SG-16480

William M. Edgett, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Chicago, Rock Island and Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope and Rules 18 and 19, when, on March 25, 1965, it called a track employe instead of a signal employe to perform work in connection with a switch in an interlocking plant failing to lock in the reverse position.

(b) Carrier be required to compensate Signal Maintainer B. L. Daniel, headquarters at 45th Street Interlocking Tower, Chicago, Illinois, for a minimum call of two hours and forty minutes at the punitive rate of pay.

(Carrier's File: L-130-333. General Chairman's File: AV-351)

OPINION OF BOARD: In a recent Award, 19333 (Devine), the Board said:

"The Board has held in numerous awards that the removal of snow and ice from interlocking switches by other than signal employes when there is no malfunction of equipment not to be in violation of rules comparable to the rules involved in our present docket. (See Award 17327 and others cited therein). However, where switches fail to work properly, and such failure is indicated on the control machine, the Board has held that signalmen should be called. In Award 11761 (Dorsey) in a situation comparable to the one here involved, 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 19282. We adhere to the principles enunciated in those awards. See also Awards 13938, 14577, 18372 and 18557."

The Board will follow the Awards cited and sustain the claim.

The submission of the BMW has been considered by the Board. Its principal point is that, "cleaning snow from switches is encompassed within the Scope of the BMW Agreement." This Award is not in conflict with that statement.

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 Employee involved in this dispute are respectively Carrier and Employee 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 30th day of October 1972.