

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **20172**
Docket Number **SG-19917**

Dana E. Eischen, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Soo Line Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the **Brother-**
hood of Railroad Signalmen on the Soo Line Rail-
road Company:

On behalf of Signal Maintainer L. D. Suhsen for six (6)
hours ' overtime pay account Roadmaster C. E. **Bommersbach** testing high-
way crossing signals at Highway #29, Glenwood, Minnesota, on March 21,
1971. /Carrier's File: 900-46-B-104/

OPINION OF BOARD: On Saturday, March 21, 1971 Carrier's Roadmaster
at Glenwood, Minnesota depot received an anony-
mous telephone report **that** the crossing signal at State Highway No.
29 was not operating. The roadmaster proceeded to the crossing and
attempted to check the signals by placing a bar across the rails in
an apparent attempt to shunt the signal's track circuit. This opera-
tion proved ineffective because, apparently unknown to the roadmaster,
the crossing in question was protected by a solid state analog con-
trol system which cannot be tested with a shunt. Having failed to acti-
vate the signal by a shunt, the **roadmaster** remained at the crossing
site to observe the next train movement. The roadmaster observed that
the signal functioned properly with the next passing train, concluded
that the report of malfunction was in error, and returned to the depot.

Petitioner on behalf of claimant maintains that the actions
of the roadmaster constitute testing of signals in violation of the
Scope and Classification rules of its Agreement, reproduced below in
pertinent part:

"SCOPE RULE

This agreement governs the rates of pay, hours of
service and working conditions of all **employees** in
the Signal Department (except supervisory forces
above the rank of inspector, clerical forces and
engineering forces) performing the work generally
recognized as signal work, which work shall in-
clude the installation, maintenance and repair of
signals, interlocking plants, car retarders, high-
way crossing protection devices and their appurten-
ances, centralized traffic control systems, signal
shop work, and all other work generally recognized
as signal work.

"It is understood the following classifications shall include all the employes of the Signal Department performing the work enumerated under the heading of 'Scope.'"

"Article 1 Classification

* * *

Rule 6. Signalman, Signal **Maintainer**: An employ² assigned to perform work generally recognized as signal **work**. Signal work as referred to herein includes the **maintenance**, repair and construction work as outlined in the Scope of this **agreement**."

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Carrier contends that the claim is without merit because there was no demonstrated signal failure and argues that the **roadmaster's** mere observation was not violative of the **agreement**. In this connection Carrier argues that the attempted shunting of the analog control system did not constitute "testing."

There is no dispute herein regarding Carrier's **perogative**, indeed, **responsibility** to **determine** if a reported case of trouble is actually a fault or **misoperation**. Nor do we pass herein on the question of whether "looking" or "observing" is "testing" or "inspecting" within the coverage of the agreement in the circumstances of this case. We do hold that in placing a bar across the rails to shunt the reportedly malfunctioning signal the **roadmaster performed** a testing operation on the signal, albeit ineffectively. Such testing constitutes maintenance and repair of signals which is work accruing to Signalmen under the Scope Rule. Claimant is an **employee** covered by the Signalmen's Agreement who was available for call. Accordingly, the claim will be sustained.

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 **herin**; and

That the Agreement was violated.

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Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST :

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1974.