

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 32794
Docket No. SG-32890
98-3-96-3-246

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Terminal Railroad Association of St. Louis**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Terminal Railroad Association of St. Louis (TRRA):

Claim on behalf of C.E. Satterfield for payment of one hour and 35 minutes at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it used a management employee to perform covered work at WR Interlocking Plant in Granite City, Illinois, on January 4, 1995, and deprived the Claimant of the opportunity to perform this work. General Chairman's File No. 95-37-A-S. BRS File Case No. 9758-TRRA."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On January 4, 1994, at approximately 1:40 A.M., a Trainmaster called a Signal Supervisor to the Interlocking Plant in Granite City, Illinois, because an unidentified problem had shut down the Interlocking Plant, stopping all train traffic on the main line. The Supervisor determined that the 33 Power Switch had frozen up, causing the switch to fail. The Supervisor then barred over the switch point to allow the trains that were being delayed to proceed. At approximately 4:15 A.M. the Supervisor called Claimant on overtime to thaw the air line and CP Valve, then lubricate the CP Valve and piston housing on 33 Switch before starting his regular tour of duty at 7:00 A.M.

By letter of February 28, 1995, the Organization filed a claim alleging that the Supervisor in question had violated the Scope Rule when it allowed a Carrier official to perform BRS work. The Scope Rule reads in pertinent part as follows:

"This Agreement covers and governs the rate of pay, hours of service and working conditions of all employees in the Signal Department engaged in the installation, construction, maintenance, reconditioning, dismantling, repair, testing and inspecting, as well as all other generally recognized signal work, including such work in retarder and retarder yard systems."

The claim was denied on April 27, 1995, and subsequently progressed in the usual manner including conference on the property on November 7, 1995, after which it remained unresolved.

The Board has reviewed the entire record in this case carefully. We are in agreement with the Organization that the work of "inspecting" and diagnosing signals is arguably BRS work. (See, for example, Public Law Board No. 3097, Award 15). However, in this case, the Organization has failed to demonstrate that the Supervisor in question did any more than conclude that the switch had frozen, bar (bypassed) the switch to allow backed-up trains to pass through, and then call Claimant. A claim similar to this and involving the same Parties was recently denied. Third Division Award 32133. Barring the switch required even less effort by the Supervisor than the work performed by the Supervisor in that case. Accordingly, the instant claim must be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 23rd day of September 1998.