

Award No. 8071
Docket No. SG-8227

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Marion Beatty, Referee

PARTIES TO DISPUTE:

BROTHERHOOD RAILROAD SIGNALMEN OF AMERICA

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY (Western Lines)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen of America on the Atchison, Topeka and Santa Fe Railway Company:

In behalf of Signal Maintainer C. K. Bullard for a minimum call of four (4) hours at his straight-time rate of pay on night of December 6, 1953, account of not being called for signal trouble on the interlocking machine at Bragdon, Colorado, which is a part of his assigned territory.

EMPLOYES' STATEMENT OF FACTS: On night of December 6, 1953, signal trouble occurred on the interlocking machine at Bragdon, Colorado. Operator J. C. Harrison investigated the trouble and found that a signal circuit fuse in the signal circuit controlling the No. 12 switch lever had burned out.

The No. 12 lever controls the switch machine movement at this location; therefore, it is necessary to have the signal circuit fused for the protection and safety of the switch machine and other appurtenances and apparatus used in conjunction with this particular circuit. In case of a short, ground, or any number of interferences in the circuit, the fuse will burn, thus eliminating damage to the switch machine and other equipment in conjunction therewith, and this is a means of safety and protection to the interlocking plant.

When the operator discovered the fuse burned out in the signal circuit, instead of calling the claimant to determine the cause for the fuse burning out, and so that he could make the proper and necessary tests and inspections, the operator replaced the fuse and did not report it to the Signal Maintainer.

The claimant was available and standing by subject to call in accordance with the provisions of the agreement. He should have been called to determine the cause of the trouble and to make the proper tests and inspections to determine if the No. 12 lever and the interlocking plant were safe for normal operations in accordance with instructions, rules, and regulations of his assignment.

In this instant case the Carrier has improperly permitted an employe of another craft, who holds no seniority rights under the Signalmen's Agree-

a collective agreement. But this does not mean that the simple and ordinary work that is somewhat incidental to any position or job and requiring little time to perform, cannot be performed as a routine matter without violating the current Agreement. To come within the scope of the Agreement it must be work requiring the exercise of some degree of skill possessed by a signalman. It is not disputed that prior to the negotiation of Signalmen's Agreement, the attending of train order signal lights was the work of the Telegraphers and many Telegraphers' agreements still require it as a Telegrapher's duty. Clearly, the quoted Scope Rule of the Signalmen is not definite enough to remove this routine work from the Telegraphers, nor specific enough to place it exclusively with the Signalmen. The contentions of the Organization attempt to draw too fine a line and tend to inject too much rigidity into railroad operation when a reasonable amount of flexibility is essential to the welfare of both the employees and the carrier. We do not think that a proper basis for an affirmative award exists.' "

In view of the circumstances heretofore outlined, the Carrier respectfully reasserts that the instant claim is entirely without merit or Agreement support and should be denied.

All that is contained herein is either known or available to the Employees or their representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The real issue in this case may be stated as follows: "Was the replacement of a burned-out electric fuse, on the back of the interlocking machine at Bragdon, Colorado, signal work which may be performed only by signal employees subject to the Signalmen's Agreement?"

This fuse is part of the metallic signal circuit. It was replaced on the day in question in a few minutes by the telegrapher-operator on duty. No signalman was called or paid for the work. No tools were used. No special skills were required.

Since 1920 (37 years) the Signalmen's Agreement has embraced the words "work generally recognized as signal work." Since 1939 (18 years) it has also included the language, "who construct, install, maintain and/or repair signal devices * * * including all their appurtenances and appliances, or perform any other work generally recognized as signal work."

Since the fuse is undoubtedly part of the signal circuit and is an appurtenance or appliance in the signal system, the Organization insists that its installation is signal work and that claimant signalman was entitled to be called and paid four hours time.

On the other side, the Carrier points out the simplicity of the operation, the delays that may be involved if it has to call a signalman, the impracticability of calling a signalman for merely inserting a new fuse and the fact that the operation is hardly more than inserting a new light bulb into a socket.

A cogent argument by the Carrier is the fact that telegrapher-operators, as well as signalmen, have been replacing such fuses for many years, that this is a long established practice acquiesced in by the parties and that the contract language was never contemplated to change this practice.

To be absolutely truthful with the Signalmen we must concede that they have stated an almost air-tight case from a legal point of view. The contract says what they say. We will not dodge it or try to soft-pedal it or brush it off.

The Signalmen's Agreement embraces maintenance of signal devices and all their appurtenances and appliances. A fuse in an interlocking machine is a signal appurtenance or device unless we are bold enough to say that the parties did not mean to include such a simple thing. The language is rather clear and unambiguous. We could stop right there and be strictly legal, but twice before in similar cases we have held otherwise.

In Award 2932 (Carter) we held that the language did not include replacing a burned out electric light bulb in a train order signal. In Award 6220 (Kelleher) in a dispute between these same parties, the Signalmen and the Santa Fe, under identically the same agreement, we held that it did not include replacing an electric light bulb on the panel of an interlocking machine, the same kind of machine we have here.

Our reasons were that the replacing of a bulb required no skills peculiar to signal work, that anyone could do it, that it never was exclusively signal work, that others also did it, that this practice had grown up with the industry and that the parties never contemplated or intended that the language in the contract would change such an established practice.

Replacing a fuse, smaller than a cigarette, in the open back of an interlocking machine, is identical in principle and has a similar history.

In light of common sense and railroad practice we cannot hold that replacing a fuse in this interlocking machine belongs exclusively to Signalmen whereas replacing a bulb in the same machine does not. We feel this would be an inconsistent position and an absurd result.

We hold that the established practice on the property, which is as old as electrically operated signal systems, refutes the interpretation contended for by the claimants.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 we find no violation.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 25th day of September, 1957.