

Award No. 13800
Docket No. TE-13058

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM:

1. Claim of the General Committee of The Order of Railroad Telegraphers on the Pennsylvania Railroad that Mr. V. L. Hill be allowed eight (8) hours at straight time rate "account signal interruptions at Bank on June 7, 1960, while Bank was closed. These signals were reset by a Signal Maintainer in violation of our Scope Agreement."

EMPLOYEES' STATEMENT OF FACTS: Bank Block and Interlocking Tower is located 2.1 miles south of Wilmington, Delaware on the Carrier's line extending from Wilmington to Cape Charles, Virginia. Prior to May 18, 1960, it was manned by three shifts covering the 24-hour period, seven days per week. On that date the force was reduced by the abolishment of two of the positions and the remaining shift was assigned to work 7 P. M. to 3 A. M., seven days per week.

On June 7, 1960, between the hours of 3 A. M. and 7 P. M., while the lone operator assigned at Bank was off duty, the power supply used to activate the signal circuits in this particular area was cut off. When the power is off the signals automatically display a Stop indication. When the power is restored, the signals can only be returned to normal operation by a manual resetting control mechanism. Such resetting operation has always been the duty of Block Operator-Leverman under the Telegraphers' agreement. On June 7, 1960, Carrier utilized the services of a Signal Maintainer to reset the signals at Bank in lieu of assigning an operator-leverman to perform the work. A time claim was thereupon filed by Claimant Hill with the Supervising Operator which resulted in the following reply:

"Baltimore, Maryland
July 1, 1960

Mr. V. L. Hill
Washington Park,
New Castle, Delaware

This will acknowledge receipt of your time card dated June 7, 1960, received in this office on June 13, 1960, claiming eight (8)

dispute in accordance with the Agreement between the parties to it. To grant the claim of the Employees in this case would require the Board to disregard the Agreement between the parties hereto and impose upon the Carrier conditions of employment and obligation with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The Carrier has established that there has been no violation of the applicable Agreement, and that the Claimant is not entitled to the compensation which he claims.

Therefore, the Carrier respectfully submits that your Honorable Board should deny the claim of the Employees in this matter.

(Exhibits not reproduced.)

OPINION OF BOARD: The present claim concerns the resetting of signals at Bank, just south of Wilmington, Delaware, on June 7, 1960. The gist of the claim is that Carrier violated the Telegraphers' Agreement by having a signal maintainer perform the work.

Until May 17, 1960, signals were operated at Bank on a twenty-four hour, three shift basis by block operators. On that date, two of the block operator positions were abolished and the third was assigned to cover the period from 7:00 P. M. to 3:00 A. M. Signals are operated manually during those eight hours, but from 3:00 A. M. to 7:00 P. M. are under automatic control. The remaining block operator pushes a button, at the end of his trick, to place the signal apparatus under automatic control and later, when he returns to work, again pushes a button to bring the apparatus under manual control. If the electric power fails or is turned off while the interlocking system is set for automatic operation, the signals automatically display a "stop" indication which cannot be changed, even when power is restored, until the button that places the apparatus on automatic status is pushed.

The disputed service was performed while the automatic operation was in effect. A signalman found it necessary to perform maintenance work at the nearby West Yard and as a result, the electric power was cut off at that location as well as at Bank. Upon completion of his work, the signal maintainer came to Bank and pushed the button that returned signal control to automatic operation, the same condition that existed before power had been interrupted.

It is urged by Petitioner that employees covered by the Telegraphers' Agreement should have been used to reset the signals. It points to the elimination of block operator positions at Bank and maintains that their incumbents would have performed the work if the positions still were in existence.

While the Petitioner's contentions are not without force, we are satisfied that the work in controversy was incidental to signal maintenance and of an isolated character. It was not of such a nature as to pose a threat to the Telegraphers' Agreement or to be part of a process of whittling away Telegrapher duties. The signalman restored the system to the condition it was in at the time he began the maintenance work. Under these specific circumstances, the claim will be denied.

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 not violated.

Claim denied.

AWARD

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of August 1965.