

Award Number 17327

Docket Number SG-18049

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LEHIGH VALLEY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Lehigh Valley Railroad Company that:

- (a) Carrier violated the current Signalmen's Agreement particularly the Scope, when on March 5 and 6, 1967, section men were used to investigate and correct switch failures occurring at West Richards Switch No. 6 and Abbott Switch No. 20.
- (b) Carrier be required now to pay Leading Signal Maintainer H. J. Sandt and Signal Maintainer R. T. Kempsey of Easton, Pennsylvania, each two (2) minimum calls, one for each day March 5 and 6, 1967, on which they were not called in connection with the switch failures.

EMPLOYEES' STATEMENT OF FACTS: This dispute arose because on March 5, 1967, electric switch No. 6, at West Richards Interlocking failed to operate and track forces were called to investigate and correct the failure, and on March 6, 1967, electric switch No. 20 at Abbott Interlocking failed to operate and track forces were again called to investigate and correct the failure.

Claimants, leading signal maintainer H. J. Sandt and signal maintainer R. T. Kempsey, were available for service and would have responded had they been called to correct the switch failures on the dates in question.

The Scope Rule of the Signalmen's Agreement between the parties to the dispute reads as follows:

"SCOPE

This agreement covers rates of pay, hours of service and working conditions of all employees in the Signal Department (except supervisory forces above the rank of foreman, clerical forces and engineering forces) engaged in the work of construction, installation, inspecting, testing, maintenance and repair of signals, interlocking plants, automatic highway crossing protection devices and their appurtenances, wayside cab signal train stop and train control equipment, car retarder systems, centralized traffic control systems, shop repairing of relays, signals, switch magnets, motors, et cetera, bonding of track for signal and interlocking purposes, and all other work generally recognized as signal work.

No employees other than those classified herein will be required or permitted to perform any of the work covered by the Scope of this agreement.

It is understood the following classifications shall include all of the employees of the signal department performing the work described under the heading 'Scope.'

The claim was handled in the usual and proper manner, up to and including the highest officer of the Carrier designated to handle such disputes without obtaining a satisfactory settlement.

There is an Agreement in effect between the parties, bearing an effective date of July 1, 1942, revised September 1, 1949, as amended, which is by reference made a part of the record in this dispute.

(Exhibits not reproduced)

CARRIER'S STATEMENT OF FACTS: There is an Agreement in effect on this property between the Lehigh Valley Railroad Company and the Brotherhood of Railroad Signalmen of America, effective September 1, 1949, which, by this mention, becomes part of Carrier's Ex Parte Submission.

Carrier's Exhibits "A" through "K" are also part of Carrier's Ex Parte Submission.

On March 5 and 6, 1967, because of prevailing snow storm conditions, M. W. Track Forces were called to clear snow on the property, including removal of snow from switch points. These forces were not called out to "investigate and correct electric switch failures"; they are neither qualified by training, knowledge or experience to investigate and correct electric switch failures nor do they have available to them the necessary tools to do this work.

On March 5, 1967, the only work performed by M. W. Track Forces involved in this claim was to clear snow, including from between switch points of all switches at Richards Interlocking. There was no failure of Switch 6 (See Carrier's Exhibit "D", paragraph 2).

On March 6, 1967, the only work performed by M. W. Track Forces was clearing snow, including from between switch points of all switches in Abbott St., Easton, Pa. Interlocking. There was no use of the M. W. track forces to investigate and correct any switch failure. When Switch 20 did fail later, claimant Signal Maintainers were called out and corrected the trouble by replacing a blown fuse. The Signal Maintainers were called at 11:30 P.M. and were off duty at 1:00 A.M., for which period of 1 1/2 hours they were paid a minimum call (See Carrier's Exhibit "D", paragraph 3).

(Exhibits not reproduced)

OPINION OF BOARD: From a review of the record of the handling of the dispute on the property, there seems to be no dispute that there was a failure of electric switches to properly function on the dates involved. On March 5, 1967, switch No. 6 failed at Richards Interlocking. After Maintenance of Way employees cleaned snow and ice from the switch points, the

switch operated properly. On March 6, 1967, switch No. 20 failed; Maintenance of Way employees cleaned ice and snow from the switch points, but the switch still did not operate due to the fact that a fuse had blown, and then signal employees were called and replaced the fuse. The Organization contended that Maintenance of Way employees worked on Switch No. 20 for about two hours on March 6 before the signalmen were called.

The Board has held in numerous awards that the removal of snow and ice from power operated switches by other than signal employees when there is no malfunction of equipment not to be a violation of the rules comparable to the rules involved herein. Awards 14913, 10422, 11759, 13336, among others. However, where there is a malfunction or equipment failure, then signalmen are entitled to be called. Awards 10422, 11761, 13938. In this case there were equipment failures. 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 herein; and

That the Agreement was violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1969.