

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20172
Docket Number SG-19917

Dana E. Eischen, Referee

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

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Soo Line Railroad Company:

On behalf of Signal Maintainer L. D. Suhsen for six (6) hours' overtime pay account Roadmaster C. E. Bommersbach testing highway 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 anonymous 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 operation proved ineffective because, apparently unknown to the roadmaster, the crossing in question was protected by a solid state analog control system which cannot be tested with a shunt. Having failed to activate 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 include the installation, maintenance and repair of signals, interlocking plants, car retarders, highway crossing protection devices and their appurtenances, 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 employees of the Signal Department performing the work enumerated under the heading of 'Scope.'"

"Article 1 Classification

* * *

Rule 6. Signalman, Signal Maintainer: An employee 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."

* * *

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 prerogative, 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 herein; and

That the Agreement was violated.

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Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Pauler
Executive Secretary

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