

The Second Division consisted of the regular members and in addition Referee Edward L. Suntrup when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(Duluth, Missabe and Iron Range Railway Company

Dispute: Claim of Employees:

1. That the Duluth, Missabe and Iron Range Railway Company violated Rule 74 of the Current Shopcraft Agreement when the company supervisors performed trouble shooting and wiring on the Railroad's Signal System in building No. 1726, located in Proctor, Minnesota.

2. That, accordingly, the Duluth, Missage (sic) and Iron Range Railway Company be ordered to pay Electrician L. M. Schnortz 18 hours pay at the straight time rate for Electricians.

FINDINGS:

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

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employes 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 waived right of appearance at hearing thereon.

On July 2, 1985, the Claimant filed a time Claim for eighteen (18) hours' pay on the grounds that the Carrier's supervision performed work on various days in June of 1985 which belonged to the craft. The Claim was denied by the Carrier's Signal Supervisor on July 3, 1985. In that correspondence to the Claimant, who held assignment as a Maintainer, the Carrier's Officer stated:

"The DM & IR has maintained a policy in the Signal Department that allows the Signal Supervisor to perform various tests at any or all signal locations on the property. This practice has been in effect for many years."

After further appeal by the Organization on property up to and including the highest Carrier Officer designated to hear such this case was docketed before the Second Division of the NRAB for final disposition.

Rule 74 states the following, in pertinent part:

"Classification of Work

Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all . . . signal equipment
. . . "

According to the information of record the Carrier had purchased some new components for its CTC system from a company by the name of Harmon Electronics. Electricians had worked on the system from late March of 1985 onward but the system continued to malfunction. In correspondence to the Organization by the Carrier, dated November 25, 1985, the Carrier states that electricians were ". . . unable to resolve all the problems" of the CTC system. Consequently, the Carrier assigned its supervisors to troubleshoot the system, two of whom were degreed Engineers, and as a result of this a flaw in the design of the circuit board was discovered. The board was replaced by Harmon Electronics free of charge. The Organization disputes information provided to it by the Carrier that the system had a design problem. The Organization states that ". . . the new CTC system had been in operation quite some time prior to this dispute." While the record does support the latter such does not refute, in the estimation of the Board, the fact that a system in operation could still malfunction because of an improper design in part of the system. Particularly persuasive, from an evidentiary point of view is the lack of denial by the Organization that a newly designed circuit board had, in fact, been provided by the vendor after the flawed design was discovered by the Engineers.

The language of Rule 74 supports the contention that the craft has rights to maintain, repair, rebuild and so on signal equipment purchased by the Carrier from various vendors. In the instant idiosyncratic case, however, the equipment was flawed and the Carrier used its Engineers to probe, detect and eliminate this flaw. There is no doubt that there is a thin line between what the Engineers did and what the craft had the exclusive right to do. There is also no doubt in the mind of the Board that once the design was corrected that the ". . . maintaining, etc." of the properly designed equipment

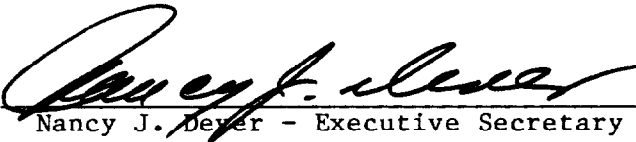
fell under the jurisdiction of the craft. But such is not disputed in the record. Unfortunately the word, "testing" is used by the Carrier to argue its rights in this case. Such terminology just muddies the waters in a case such as the instant one. If testing is related to "... maintaining" equipment, it is clearly Electricians' work under Rule 74. If testing is related to redesign of equipment, that is another matter. In the instant case, however, it is the opinion of the Board that the Carrier's Engineers did not violate Rule 74 since they effectively participated in the design of the equipment itself and the Claim is accordingly denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1987.