

The Third Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):

Claim on behalf of W. T. Chrusciel, for payment of 4 hours pay at his punitive rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, when it failed to call him for signal trouble on his assigned territory on March 9, 1988." Carrier file SG-24.

FINDINGS:

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

The carrier or carriers and the employe or employes 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.

The record indicates that Claimant was the Signal Maintainer on the territory on which a problem occurred on March 9, 1988. On that day there was signal trouble in that an SC signal went from stop to approach with a train in advance of the signal. Carrier then called out a Maintainer-Test, junior to Claimant, who was also assigned to that territory. The Organization asserts that Carrier erred in that it was required, under Rules contained in Appendix "P," to make a reasonable effort to contact the Maintainer assigned to the territory, in this case Claimant, before calling a junior employee. Hence a four hour call is requested for Claimant.

Carrier agrees that in most instances, under normal circumstances, a Maintainer is called to handle trouble calls, when the nature of the problem is unknown. However, in this instance the Supervisor knew what the problem was in advance; he recognized that the problem involved the testing of relays

and the meggaring of cables. That type of work was normally within the job assignments of a Maintainer-Test. In this case Claimant was not a qualified Maintainer-Test. Carrier argues that there is nothing in the Agreement which requires the calling of an unqualified employee on overtime to handle a trouble call.

The Rule which the Organization relies on, Appendix "P," only relates to Maintainer's work. In this dispute the provisions of Rule 5-A-1 (h) are applicable. That Rule specifies:

"Rule 5-A-1

(h) Where work is required by the Company to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee. (See Appendix 'P' for trouble calls involving Maintainer's work), i.e."

The evidence indicates that the Maintainer-Test only did work encompassed by his classification; he did no maintainer work. From the entire record, and the facts supplied, there appears to be no Rule support for the Organization's position; hence, the Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:   
Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 7th day of May 1992.