

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISIONAward No. 30233  
Docket No. SG-29974  
94-3-91-3-375

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr., 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 Maintainers J. M. Delozier, 037666, and G. L. Eisner, 04581, both assigned hours 0700 to 1530 Monday through Friday.

- (a) Carrier violated the current agreement between Conrail and the BRS, particularly, SCOPE, APPENDIX "P" and all other relevant agreement rules when the Carrier assigned Amtrak E. T. employees work which belongs to BRS members.
- (b) Carrier should now be required to compensate both claimants each six (6.0) hours at one and one half times their normal hourly rate. Payment is for loss of overtime work opportunity. Carrier file SG-238. BRS Case No. 8381.CR."

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 employe 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 Sunday, February 25, 1990, a Signal Maintainer found a malfunction in a power transformer at Port Interlocking on the Enola Branch Line. As a consequence, the Carrier called two employees of the Amtrak Electric Traction Department to repair the transformer. The Signal Maintainer remained to assist the two Amtrak employees.

The Organization states that the Claimants, both Signal Maintainers, should have been called on overtime for this work. The Organization contends that, while Amtrak employees are utilized for certain work on Carrier lines, "BRS members have always inspected, maintained and renewed the transformers."

The Carrier presents a different picture, stating as follows:

" . . . Amtrak employees have customarily been used to perform maintenance, repair and renewal of AC transformers on 6600-volt lines. Because of the specialized skills needed to work on these high-voltage lines, which provide power to the overhead electric traction (E.T.) system, the Carrier in the past customarily had Amtrak E.T. Department employees perform work in close proximity to such lines, including renewing the transformers. . .

Customarily, a Conrail C&S Department employee, represented by BRS, has been present when such work has been performed, to verify that power is restored to signal systems. This was true in the instant case. . . Also, BRS-represented employees have renewed 6600 AC transformers in certain non-priority situations or when Amtrak manpower was insufficient. In such cases, an Amtrak E.T. Department employee is still present to ground the 6600 lines."

The basis for the assignment of Amtrak employees to perform certain work in connection with electric traction equipment is found in the April 21, 1976, Implementing Agreement signed by the Carrier and Amtrak and the BRS and five other Organizations. Included therein under work which may be performed by Amtrak employees for the Carrier is the following:

"All electric traction maintenance, rehabilitation and construction work on former Pennsylvania Railroad property conveyed to ConRail."

The Board concludes that the Organization has not demonstrated that the work in question is exclusively reserved to Signalmen. While it is apparent that Signalmen have on occasion (perhaps even frequently) performed the transformer repair work, there is no showing that the use of Amtrak Electric Traction employees in this instance is contrary to practice in effect since the 1976 Implementing Agreement.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: Linda Woods  
Linda Woods - Arbitration Assistant

Dated at Chicago, Illinois, this 8th day of June 1994.