

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 30742
Docket No. SG-30787
95-3-92-3-584

The Third Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

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

STATEMENT OF CLAIM:

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

Claim on behalf of D. J. Gamber, that:

- (a) Carrier violated the current agreement between Conrail and the BRS, particularly APPENDIX "p" and all other applicable agreement rules, when a Maintainer was not called for a trouble call on his assigned section.
- (b) Carrier shall now be required to compensate Mr. D. J. Gamber four (4) hours at one and one-half (1.5) times his regular rate of \$14.29 per hour. Payment is for loss of overtime work opportunity."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 to appearance at hearing thereon.

Classifications pertinent to this dispute are:

"MAINTAINER:

An employee assigned to perform either signal or communication inspection, testing, maintenance, installation and repair work covered by this agreement within an assigned territory.

ELECTRONIC TECHNICIAN:

An employee assigned to perform the maintenance, testing, adjustment, repair and replacement of electronic and electromagnetic components associated with C.T.C. code control systems, hot box detectors, motion sensors, presence detectors, broken flange and wheel detectors, switch lock overlays, crossing protection overlays, dragging equipment detectors, high and wide load detectors, flood and slide detectors and any other similar systems and the code line carrier systems associated with them. An Electronic Technician may direct other employees in connection with these duties."

Claimant held a position as a Maintainer, headquartered at Lurgan, Pennsylvania, on the Carrier's Harrisburg Division. His normal tour of duty was 7:00 A.M. to 3:00 P.M., with Saturday and Sunday rest days. On Friday, April 5, 1991, at approximately 4:15 P.M., Carrier contacted Electronic Technician C. H. Carter, also headquartered at Lurgan, to repair a malfunctioning high/wide load detector. Carter corrected the problem through the use of a series of tests using a diagnostic simulator device.

On May 14, 1991, the Local Chairman submitted this overtime claim on behalf of Claimant alleging that Carrier had violated Appendix "P" of the Agreement when it called an Electronic Technician rather than the Maintainer to repair the high/wide detector. The Organization requested four hours pay at the overtime rate. Claim was progressed in the normal manner on the property, until it was ultimately denied by the Senior Director-Labor Relations.

The Organization maintains that Claimant, as the Maintainer assigned to the section and listed first on the calling list, should have been called ahead of any other employee as provided for by Appendix "P" of the Agreement. The Organization further maintained that the reference in the Electronic Technician Classification Rule, to "components" of high car scanners, merely indicates that Electronic Technicians perform certain work on these components, and does not preclude other employees from performing the same work or any other work associated with the system. Finally, the Organization submitted that absent Carrier's violation of the Agreement, Claimant would have received overtime payment had he been properly assigned to the trouble call.

For its part, Carrier asserts that Claimant was not qualified to perform the work, as the tests which were performed by the Electronic Technician are recommended by the manufacturer of the high car scanner and require the use of a diagnostic simulator device used only used by Electronic Technicians. In addition, the Classification portion of the Agreement indicates that Electronic Technicians perform the maintenance, testing adjustment, repair and replacement of electronic and electromagnetic components associated with high-and-wide load detectors. Finally, Carrier asserted that no monetary award would be due to the Claimant who was not qualified for the work and could not have been used.

Review of the evidence presented, compels a decision to deny this claim. The Organization failed to prove that Carrier was required to call Claimant, or for that matter, any other Maintainer, for overtime work on equipment which is clearly under the purview of the Electronic Technician classification in the Agreement. The language of the Maintainers classification covering "signal testing and repair work covered by the Agreement," does not expressly or exclusively reserve trouble shooting the high/wide detector, nor is there any demonstrated practice under which Maintainers are the only classification to perform such duties. Further, an Electronic Technician is charged, specifically, with "testing and repairs associated with high and wide detectors." In that regard, Carrier's assertion that the manufacturer of the equipment at issue "recommends the use of a diagnostic simulator" which can "only be used by Electronic Technicians," was not rebutted by the Organization. We are not persuaded on this record that Carrier violated Claimant's rights when it contacted an Electronic Technician to perform the specialized repairs at issue. Based on the foregoing, this claim is denied.

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AWARD

Claim denied.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 24th day of February 1995.