

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 31745  
Docket No. MS-31395  
96-3-93-3-405

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

(T. J. Yetmar

**PARTIES TO DISPUTE:** (

(Chicago and North Western Transportation Company

**STATEMENT OF CLAIM:**

"(a) The Carrier violated the current Signalmen's Agreement, between the Brotherhood of Railroad Signalmen and the Chicago and Northwestern Transportation Company, especially Appendix 'A', when on March 20, 1992 the carrier denied work report submitted by Mr. T. J. Yetmar in which he claimed 2 hours straight time pay for work performed by District Signal Foreman Mr. L. C. Stearns at Montgomery, MN, M.P. 62, on the Montgomery Subdivision.

(b) The carrier should now be required to compensate Mr. T. J. Yetmar for 2 hours at his Signal Maintainer's rate of pay as claimed on Daily Work Report dated March 11, 1992 which was denied by the carrier on March 20, 1992."

**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 were given due notice of hearing thereon.

The Claimant contends that the Carrier "allowed and/or permitted District Signal Foreman . . . to trouble-shoot PMD II Unit which had transferred to stand-by side and was functioning properly." The Claimant argues that he should have been called to perform this Signal Maintainer's work and seeks two hours' pay as a remedy.

Appendix "A", Article I, second paragraph of the current Agreement reads as follows:

**"District Signal Foremen will supervise the work of employees of lower classifications in their districts, and shall perform work coming within the scope of the Signalmen's Agreement effective January 1, 1982, when incidental to, or as a consequence of their duties."**

The Claimant argues that the District Signal Foreman's "duties" were to supervise; because he was alone at the time, he was not permitted to perform Signalmen's work as "incidental" or "a consequence" to such duties.

The Board does not agree with such a narrow interpretation of the cited provision. In this instance, the District Signal Foreman considered immediate correction to be necessary. The time elapsed in doing so, according to the Carrier, was 25 minutes. This activity is well within the parameters of the negotiated concept of work permitted to be performed by District Signal Foremen.

### **AWARD**

**Claim denied.**

### **ORDER**

**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 October 1996.**