

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 32797
Docket No. SG-33012
98-3-96-3-420

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(The Belt Railway Company of Chicago**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Belt Railway Company (BELT):

Claim on behalf of C.J. Jacob for payment of two hours and 40 minutes at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Rule 17(a), when it used a Signal Technician instead of the Claimant to perform emergency repair work at the hump on January 16, 1995, and deprived the Claimant of the opportunity to perform that work. General Chairman's File No. 95-41-BRC. BRS File Case No. 9786-BELT."

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.

At the crux of the issue in this case are Rule 17 (a) and Rule 3 1/2 (B):

"RULE 17(a)

1. When extra or overtime work not covered by Rule 48 and not continuous with regular assignments, is required in connection with the Hump signal equipment due to failure emergencies such as, but not limited to derailments, snow storms, floods, etc., regularly assigned Hump Maintainers will be called first, and then, signal gang members will be called and then Road Maintainers for such work in seniority order. Finally by signal employees in seniority order."

"RULE 3 1/2 (B) -SIGNAL TECHNICIAN

An employee who is assigned to perform the maintenance, testing, adjustment, repair and replacement of computerized control systems and associated field devices. This rule shall not be construed to limit or prohibit the Signal Technician or any Signal employee from making tests, inspection and repairs to the control systems or from working on any signal equipment."

On January 16, 1995, the third shift Hump Technician came down from the hump tower to make an adjustment on a switch presence detector due to failure. On March 9, 1995, the Organization filed a claim alleging that Carrier had violated the Agreement by not calling the Claimant to perform this work at the overtime rate.

The Board has reviewed the entire record carefully. We find that the contract language in this case is clear. In making the minor adjustment, to wit, opening a junction box, pushing the reset button and returning to the hump tower, the Hump Technician was working well within the definition set forth in Rule 3 1/2 (B) and not in contravention of Rule 17 (a).

AWARD

Claim denied.

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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 23rd day of September 1998.