

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 33228
Docket No. SG-34289
99-3-97-3-897

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Wheeling & Lake Erie Railway Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Wheeling & Lake Erie Railway Company (W&LE):

Claim on behalf of K.T. Poole for payment of 56 hours at the Senior Signal Technician rate, account Carrier violated the current Signalmen's Agreement, particularly Rules 1 and 2, when it used a management employee to take the place of a Senior Signal Technician in coordinating and controlling the activities of the Signal Department on November 6, 7, 8, 11, 12, 13, and 27, 1996, and deprived the Claimant of the opportunity to perform this work. General Chairman's File No. 961207. BRS File Case No. 10425-W&LE(S).”

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 claim in this case covers seven dates in November 1996, on which the Organization alleges that a management employee allegedly performed certain work which the Organization says accrued exclusively to the position of Senior Signal Technician located at Brewster, Ohio. On each of the claim dates, the Senior Signal Technician was either off duty, on vacation, or otherwise absent from his position.

By definition, as found in Agreement Rule No. 2 CLASSIFICATION, a Senior Signal Technician is:

“An employee whose primary duties are overall coordination and control of daily activities of the signal department. The Senior Technician will be required to supervise and direct the work of Signal employees and is not restricted from performing the work of the employees he supervises.”

The Claimant here involved was not assigned as a Senior Signal Technician. Rather, he was regularly assigned as a System Signal Technician headquartered at Hartland, Ohio.

The work function here involved concerned the use of a voice mail device on which was entered the specific work items which were required to be performed by the Signal employees. The information contained in the voice mail system was provided by a variety of sources including Supervisors of the Signal Department, as well as others whose positions permitted them to know of the need for Signal employee assistance.

Prior to the advent of the voice mail system, necessary work items and locations were funneled to the Senior Signal Technician, when he was readily available, from whatever source the need for service originated. The Senior Signal Technician, when he was readily available, would relay the work messages to the Signal employees. If, for whatever reason, the Senior Signal Technician was not readily available, the Signal employees would receive their work assignments directly from the Supervisor, the Dispatcher, or other management personnel.

With the inauguration of the voice mail system at the location of the Senior Signal Technician, the necessary work functions were funneled from their source into the voice mail system. The Signal employees would then access the voice mail system to receive

their individual assignments. Periodically throughout the workday, the Senior Signal Technician, or a Supervisor in his absence, would "update" the voice mail system. This "updating" of the voice mail system is the crux of the instant dispute.

The Board has heard no argument or seen any evidence to support or substantiate the contention that the Supervisor's updating of the voice mail system in the absence of the Senior Signal Technician is a violation of the provisions of the negotiated agreement. In short, the burden of proving a violation of the agreement has not been met by the Organization. Therefore, the claim as listed is denied.

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 21st day of April 1999.