

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30109
Docket No. SG-30441
94-3-92-3-184

The Third Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Chicago and North Western Transportation
(Company (CNW)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CNWT Railroad:

- A) The Carrier violated Rule 15 and Rule 16 of the Agreement between the Chicago North Western Transportation Co. and the Brotherhood of Railroad Signalmen effective May 1, 1985, in particular Rule 15(d) and 16(a) when the Carrier failed to call Mr. S.A. Feyerherm, the senior employee, instead, calling out Mr. D.A. Androy, Electronic Technician on February 1, 1991.
- B) The Carrier be required to compensate Mr. S.A. Feyerherm for five hours at overtime rate." Carrier File No. 79-91-7. GC File No. S-AV-47. BRS File No. 8608.

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 February 1, 1991, the Carrier experienced a D-1 coding problem with the CTC system on the mainline interlocking. In accord with Rule 16(a), the Carrier called the Senior Signal Maintainer, who was also the Lead Signal Maintainer, on the

Missouri Valley Territory to troubleshoot and correct the problem. Rule 16(a) provides:

"Signal Maintainers recognize the possibility of emergencies in the operation of the railroad, and will notify the person designated by the management of regular point of call. When such employees desire to leave such point of call for a period of time in excess of three (3) hours, they will notify the person designated by the management that they will be absent, about when they will return, and, when possible, where they may be found. Unless registered absent, the regular assignees will be called."

The Lead Signal Maintainer was the regular assignee in this territory within the meaning of Rule 16(a).

After spending more time at the interlocking, the Lead Signal Maintainer was unable to detect, much less to correct, the problem. Since an Electronic Technician had worked on the same D-1 coding system the prior day, the Carrier's Supervisor decided to call the Signal Electronic Technician, who was regularly assigned to a territory which included this interlocking. The Signal Electronic Technician ascertained and rectified the D-1 coding problem. The Carrier compensated him at the overtime rate for the emergency call.

Claimant was the regularly assigned Signal Maintainer on the Missouri Valley Territory. Claimant contends that after the Lead Signal Maintainer was called, Claimant was the next Maintainer in seniority order who should have been called to perform the overtime service under Rule 16(a). The Organization emphasizes that Rule 16(a) refers to "regular assignees" in the plural and thus, the Rule contemplates that the Carrier call each regular assignee in seniority order for overtime service. The Organization argues that the Carrier cannot claim that it complied with Rule 16(a) by calling the Lead Signal Maintainer because the Carrier then impermissibly bypassed Claimant. Claimant seeks five hours of pay at the overtime rate.

The Carrier submits that once it determined that the Lead Signal Maintainer could not detect the problem, the Carrier needed to utilize a different class of employee with different skills and a higher degree of knowledge concerning the electronic circuitry involved in the D-1 coding system.

The first paragraph of Rule 2(c) describes the duties of a Signal Electronic Technician as follows:

"Signal Electronic Technician: An employee assigned the duties of adjusting, repairing, maintaining and replacing electronic and electromagnetic component, and equipment used in connection with the systems and devices covered by this agreement. Such employees may in performance of these duties, supervise, instruct or direct any employees who may be assisting him in his work. The employee must possess and maintain relevant certification from NABER as a pre-requisite. This rule shall not be construed as prohibiting Signal Maintainers or other qualified Signalmen from making tests, inspections and repairs as necessary."

This Board finds that the disputed work concerned electronic communications as opposed to signal circuitry and systems. The Signal Electronic Technician has specific knowledge about not only how to replace defective components of the D-1 coding system but also to repair the electronic components themselves.

When the Lead Signal Maintainer could not ascertain the D-1 coding problem, it was apparent that the work in question belonged to an Electronic Technician as opposed to a Signal Maintainer. Rule 16(a) does not prohibit the Carrier from calling a Signal Electronic Technician to perform electrician/technician work. Indeed, the Carrier might have violated other rules had it called Claimant to perform work which was obviously within the expertise of an Electronic Technician.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Catherine Loughrin/lu
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 4th day of April 1994.