

NATIONAL MEDIATION BOARD

PUBLIC LAW BOARD NO. 5512

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

and

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)  
NORTHEAST CORRIDOR

AWARD NO. 4

System Docket Nos. NEC-BMWE-SD-3166  
NEC-BMWE-SD-3185

STATEMENT OF CLAIM

1. The Agreement was violated when the Carrier announced that it intended to assign electronic technicians to perform the work of testing relays on the Philadelphia North and South Division and the New York Division rather than assigning electrician-relay personnel to perform said work.

2. As a consequence of the violation referred to in Part (1) above, the Carrier shall ". . . refrain from taking any such action until the issue is addressed by the parties to the signatory to the Agreement".

FINDINGS

This matter concerns two separate claims involving the same subject -- the assignment to Electronic Technicians of work currently being performed by personnel in the classification of Electrician-Relay. In one instance, the Organization stated in a claim dated October 28, 1992 in pertinent part as follows:

It has been brought to the Union's attention, Assistant Division Engineer, R.B. Eadson has announced to employees in the substation department he will soon start having electronic technicians performing the duties presently performed by substation electrician-relay personnel.

Mr. Eadson did not specifically announce a date such transfer of work would occur but reference was made to the recently advertised electronic technicians positions currently up for bid in Philadelphia as a starting point.

In the other instance, the Organization stated in a claim dated November 2, 1992 as follows:

It has been brought to the Union's attention under letter dated October 28, 1992 from Assistant Division Engineer, R.K. Farmer of the Carrier's plans to discontinue the position "SUBSTATION-RELAY ELECTRICIAN" in the substation department and assign said duties to electronic technicians.

The referenced October 28, 1992 letter was in connection with a related matter and stated in part as follows:

I informed [the employee] that the position of Relay Electrician would be discontinued by attrition and that relay testing would become part of an Electronic Technician's responsibility.

At the outset, the Carrier contends that the claims are not in proper order since they concern alleged anticipated actions, rather than events which have actually occurred. However, from the record and by reference to other related claims currently before the Board, it can readily be determined that the Carrier has commenced its proposed integration of assignments into the Electronic Technician classification. Thus, the issue is properly before the Board for resolution.

On April 12, 1983 the Carrier and the Organization negotiated an agreement to add the classification of Electronic Technician to the position descriptions in the Work Classification Rule. The description of the new classification was stated as follows:

Electronic Technician - Except Northern District - Install, maintain, calibrate, test and repair of electronic and electromagnetic components associated with SCADA (Supervisory Control and Data Acquisition) Systems and remote control of and protection of Electric Traction facilities.

This position was established in anticipation of the introduction of the Centralized Electrification and Traffic Control system beginning in 1984. Without reviewing in detail the advances in electronic techniques initiated by the Carrier, it is sufficient to note that computer-based "supervisory control equipment" plays a growing role in the Carrier's electric traction operation.

There has long been in effect the position of Electrician-Relay, which classification is described as follows:

Maintains, calibrates, tests and repairs relays, meters, instruments and contactors.

As described by the Organization, this work is performed in connection with the "25 cycle protection system . . . designed to protect the transformers, trolley circuits and bus sections".

The Carrier contends that, with continuing advances in electronic techniques and equipment, the job functions of the Electronic Technician and the Electrician-Relay "are becoming essentially one and the same". The Organization argues that the two positions continue to have separate responsibilities -- one for

the SCADA system and the other continuing in the 25 cycle protection system.

In 1992, the Carrier determined that the job functions of the Electrician-Relay should be incorporated "by attrition" into that of the Electronic Technician, under the following conditions:

Current relay electricians will be offered the chance to qualify as electronic technicians, and if they succeed, will be awarded these positions and the higher rate of pay. Relay electricians who fail to qualify, or choose not to try, will keep their present positions and rate of pay.

In support of this action, the Carrier relies on Paragraph 1(e) of the Scope Rule, which reads as follows:

The listing of the various classifications is not intended to require the establishment or to prevent the abolishment of positions in any classification, nor to require the maintenance of positions in any classification. The listing of work under a given classification is not intended to assign work exclusively to that classification. It is understood that employees of one classification may perform work of another classification subject to the terms of existing rules or agreement between the parties hereto.

The Carrier also points to the agreed classification definition for Electronic Technician which refers to SCADA "and remote control and protection of Electric Traction facilities" (emphasis added). The Carrier thus argues that, from the outset, the Electronic Technician position was not limited to SCADA functions only -- a contention with which the Organization disagrees.

The Organization argues that there has been no "gradual disappearance of the work" assigned to Electricians-Relay and

states "there remain literally thousands of relays, meters and contactors left on the property to be maintained, repaired and replaced". The Organization does not view Scope Rule Paragraph 1(e) as permitting the wholesale re-assignment of existing established work from one classification to another. As to the 1983 classification definition of Electronic Technician, the Organization argues that it was intended for employees assigned to the SCADA system and did not refer to the existing and continuing assignments of Electricians-Relay.

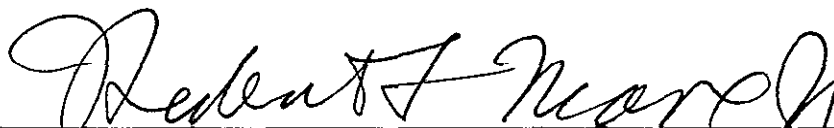
The Carrier places great emphasis on the Electronic Technician classification description in that it refers to "electronic and electromagnetic components" and separately concerns "remote control" and "protection". From this, the Carrier assumes that the description was designed to encompass the work performed by Electricians-Relay. The Board does not find such a broad definition in the description. The "electronic and electromagnetic components" are those associated with SCADA. The "remote control" aspect is not challenged, and the "protection" could readily be assumed to include the modifier "remote". If the description had been designed to anticipate encompassing Electrician-Relay functions, such could readily have been specified in a more direct manner. Further, the meaning sought here by the Carrier is inferred a full ten years after the adoption of the Electronic Technician Agreement, leaving room for doubt that this was the original intention.

The Board also does not agree with the Carrier's interpretation of Scope Rule Paragraph 1(e). It is clear that the Rule does not require the Carrier to establish or maintain positions, and it preserves the Carrier's right to abolish positions. Work does not have to be assigned "exclusively" to a classification in which it is listed, and this affects the work of Electronic Technicians, some of which may be similar or identical to that of Electrician-Relays. Having said this, however, the Board finds that the Scope Rule does not offer support for the absorption of all the continuing duties of one classification into another classification. Such attempted action is contrary to other portions of the Scope Rule as well as to the seniority rights of affected employees.

Thus, the Carrier's proposed (and presumably now actual) unilateral move to "discontinue the position" of Electrician-Relay is in violation of the Agreement, and the claims herein must be sustained. As set forth in the Statement of Claim, the Organization seeks to have the issue "addressed by the parties". The Carrier is directed to undertake such interchange, in the meantime halting any further implementation of the changes discussed herein.

A W A R D

Claim sustained. The Carrier is directed to make this Award effective within 30 days of the date of this Award.



HERBERT L. MARX, Jr., Chairman and Neutral Member



JED DODD, Employee Member



RICHARD F. PALMER, Carrier Member

NEW YORK, NY

DATED: May 22, 1995