

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21187
Docket Number SG-21213

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: { **Brotherhood of Railroad Signalmen**
(Southern Railway Company)

STATEMENT OF CLAIM: Claim of the General Committee of the **Brotherhood of Railroad Signalmen** on the Southern Railway Company et al.:

On behalf of **Signal Maintainer R. C. Capps, Greenville, S. C.**, for two hours and forty minutes at time and one-half rate, account **Supervisor Patrick** performed recognized signal duties on Sunday, April 14, 1974.
Carrier's file: SG-37

OPINION OF BOARD: On Sunday, April 14, 1974, signal trouble occurred in the **CTC** system which indicated that a track was occupied near **Jason, Georgia**, which is about fifty miles from the **CTC** office, when in fact the track was empty. A **Signal Maintainer** was called to investigate the trouble at **Jason**. He failed to find the trouble. A **Signal Supervisor** at the **CTC** office at **Greenville** then turned on the **oscilloscope** to locate the trouble on the section and then used the radio phone to inform the maintainer of the location. - The maintainer then cleared the signal problem. Petitioner contends that the **Supervisor's** use of the **oscilloscope** to locate the trouble violated the Agreement and deprived Claimant of a call on his rest day.

Carrier maintains that the use of **oscilloscopes** by **Signal Supervisors** to locate signal trouble in the field is in accordance with long standing system-wide practice (which was not denied by the Organization). **Carrier** asserts that there was no problem with the **CTC** machine itself and no repairs or other maintenance on that equipment were made. All maintenance and repair work to correct the problem were actually performed by the signal maintainer in the field. **Carrier** argues that all testing and inspection or other incidental work is not the exclusive work of **signalmen**, and cites a series of awards in support of that position. **Carrier** also cites Award 16367 in an analogous dispute in support of its position.

Petitioner asserts that any work by the **Supervisor**, including "the use of test equipment for the purpose of clearing signal trouble", was a violation of the Agreement. Admitting that supervisory personnel may perform some testing inspection work in order to determine whether the employees being supervised are performing their work, Petitioner claims that in this instance the work exceeded that boundary. It is argued that there is a need for coordination of work between someone at the **CTC** control machine and one or more persons in the field for the purpose of correcting signal trouble such as that in the instant case. It is concluded, therefore, that the **Supervisor** performed "work" in this instance in violation of the Agreement.

There is no question but that in this dispute the Supervisor performed the function of locating the trouble and relayed that information to the Maintainer in the field so that the necessary repairs could be made. It is sometimes difficult to draw the line between proper supervisory functions and scope covered work and this dispute involves one of the very fine distinctions. In Award 20510 we dealt with a very closely related problem. In that claim, which was sustained, the supervisor was engaged in making tests of equipment in order to determine the nature of the malfunctions as well as tests after the repairs had been completed to determine if the equipment was functioning properly. In that award we said:

"Our conclusion is that supervisors have the right to inspect equipment only for the purpose of determining the nature of the problem and in order to assign proper personnel to make repairs...."

In the instant case there was no testing both before and after the difficulty was discovered, as distinct from the circumstances in Award 20510. In this dispute, the use of the oscilloscope may be considered a necessary adjunct for proper assignment of personnel to make the repairs rather than work exclusively reserved for non-supervisory personnel. The location of the problem so that it can be repaired by proper maintenance personnel is a managerial function and activity for that purpose such as that in this case is not a violation of the Agreement. Also, this dispute can be distinguished even further from Award 20510 in that here there was a long standing system-wide practice for supervisors to use the oscilloscope to locate trouble in the field.

For all the reasons indicated above, we must conclude that the claim is lacking in merit and must be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That the Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A. W. Paulson*
Executive Secretary

Dated at Chicago, Illinois, this 13th day of August 1976.


Dissent to Award No. 21187, Docket No. SG-21213

The Majority in Award No. 21187 is guilty of two errors, it has engaged in "over-kill" and rendered an opinion 'chat is inconsistent with itself.

The over-kill was accomplished by holding the position of the Petitioner to be in error on two counts when one correct count would have sufficed.

The Inconsistency occurred in the citing of our Award No. 20510 which allowed managerial inspection "*** in order to assign proper personnel to make repairs ***", and then holding that to be controlling here, when the person "assigned" was already on duty and the testing was only to facilitate the work he was performing.

Award No. 21187 is in error and I dissent.


W. W. Altus, Jr.
Labor Member