

NATIONAL RAILROAD ADJUSTMENT BOARD

MIRDDMSIGN

Award Number 22269  
Docket Number SG-22223

Don Hamilton, Referee

**PARTIES TO DISPUTE:** (Brotherhood of Railroad **Signalmen**  
(  
(Southern Pacific Transportation Company  
( (Pacific **Lines**)

**STATEMENT OF CLAIM:** "Claim of the General Committee of the Brotherhood  
**of Railroad Signalmen** on the Southern Pacific  
Transportation Company (Pacific Lines):

(a) The Southern Pacific Transportation **Company** (Pacific Lines) violated the Agreement **between** the Carrier and its **Employees** in the Signal **Department**, represented by the Brotherhood of Railroad **Signalmen**, effective October 1, 1973, particularly the Scope Rule and Rule **5(b)** which resulted in violation of Rule **72**.

(b) **Mr. Carmichael** be **compensated** for Two hours and fifty minutes at his **overtime** rate for April **14, 1976**."

/Carrier file: SIG 152-363/

**OPINION OF BOARD:** The Organization alleges that at approximately 6:00 o'clock p.m. **April 14, 1976**, a **malfunction** was discovered on the **CTC** machine at **Roseville**, California, and that the Carrier utilized a Senior Assistant Signal Supervisor instead of calling the General CTC **Maintenance** Technician to determine the source of the trouble. This claim is for two hours and fifty **minutes** at the overtime rate for the General CTC **Maintenance** Technician.

The Organization further asserts that the Train Dispatcher discovered that a **malfunction** existed and instead of calling the Claimant, notified his Assistant Chief Dispatcher, who in turn notified the Senior Assistant Signal Supervisor, who happened to be in the office of the Dispatcher at the time. It is further alleged that the Assistant Signal Supervisor went into the room where the **CTC machine** was located and made a test, thereby determining that the trouble was not in the **machine** but was, in fact, in the field. The Senior Assistant **Signal** Supervisor then called a **Signal Maintainer** in the field to correct the problem.

The **Organization** asserts that the **Claimant** is the regularly assigned General CTC Maintenance Technician *Charged* with the duties of **maintenance, inspecting**, testing, adjusting and **installing** centralized traffic control **machinery** at **Roseville**, California, and is subject to call pursuant to the Agreement.

The Carrier **asserts that** the Supervisor did not perform **any** work outside **of** his regular duties **involving** supervision.

The Organization **contends** that three particular sections **of** the record indicate that the Supervisor was providing assistance as opposed to **supervision**.

The Division Engineer wrote to the local **Chairman** Jtme 3, 1976, and said, "The Assistant Supervisor performed no work and only assisted the **employees** in the field by telephone to locate the code line failure."

In the Submission filed with this **Board** by the Carrier, it is **asserted**, "This claim involves alleged actions of Carrier's **Senior** Assistant Signal Supervisor in the performance of his usual and customary supervisory duties **when** he **determined** the **cause** of a signal malfunction brought to his attention while he was **present** at Carrier's Train Dispatcher's Office at **Roseville**, California, **all** of which circumstances occurred outside the **assigned** hours of the General **CTC** Maintenance Technician regularly assigned to work at **that** office."

The **Submission** filed by the Carrier also contains the **following language**:

"Since there was no **malfunction** of the CTC **machine** at the **Roseville** Train Dispatcher's Office, the Senior Assistant **Signal** Supervisor performed no work other than assist the **maintenance employees** in the field by telephone in locating the code line **failure**."

Perhaps the language quoted is an unfortunate choice of words. We do not believe that the total record supports the **allegation** advanced by the Organization. The isolated comments cited herein, although **providing** some cause for concern, do not substantiate the theory of assistance as opposed to supervision.

In **any** event, we are concerned with the truth of the **matter** asserted as opposed to the form in which it is presented. In this case, the Organization has failed to establish that **the Supervisor** performed work other **than** supervision.

**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 this **Division** of **the Adjustment** Board has jurisdiction over the dispute involved herein; and'

That the Agreement was not violated.

A W A R D

**Claim**denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: *A.W. Pauls*  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of January 1979.