

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 35707  
Docket No. SG-35660  
01-3-99-3-595**

**The Third Division consisted of the regular members and in addition Referee Curtis Melberg when award was rendered.**

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(Kansas City Southern Railway Company**

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Kansas City Southern Railroad (KCS):**

**Claim on behalf of G. L. Lansdale, G. L. Harlon, M. G. Jones, and D. J. Riggs for payment of 20 hours pay each, at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly Rule 1, the Scope Rule, when on February 18 and 19, 1998, it allowed supervisory personnel to perform work covered by the Agreement and deprived the Claimants of this overtime opportunity. Carrier File No. K0698-5177. General Chairman’s File No. BRS 9810101. BRS File Case No. 11036-KCS.”**

**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.**

At the outset, we note that the instant claim is a companion to the claim set forth in Third Division Award 35708.

At the time this claim arose, the four Claimants were employed by the Carrier in the classifications indicated: G. L. Lansdale, Inspector; G. L. Harlon, Foreman; M. G. Jones, Signalman; and D. J. Riggs, Signalman.

On the dates in question, February 18 and 19, 1998, at Ardis Heights, Texas, Signal Supervisor C. R. Jones is alleged to have performed work covered by the Scope Rule of the parties' Agreement. The tasks specifically mentioned are (1) the installation of straps on AAR terminals in junction box of CTC signal 1682-83 and (2) programming and setup of the GCP 300OD2, Electro Code 4 Plus and other adjustments necessary for cutover. There is no dispute these tasks fall within the Signalmen's Scope Rule.

Included in the record is a written statement by Claimant Lansdale, wherein he relates he observed Supervisor Jones perform the work in question, that he challenged the propriety of Jones doing the work and that Jones said he was a working Supervisor and had been told to work.

A written statement by Supervisor Jones, reading in part as follows, is also included in the record:

"There was no conversation between any of the men present at this location and myself about me doing their work. The work Mr. Lansdale claims I did at this location is all a part of the cut over. While I was hooking up straps in the junction box Mr. Lansdale was standing there, he knew we were about to test the light circuits and the straps needed to be hooked up. My question is rather than filing a claim on me doing his work, why did he not put the straps on himself. Mr. Lansdale failed to mention the fact that [we] were having trouble at this location. While we were working on this trouble I did the things I needed to do in order to figure out what the trouble was and what we needed to do to repair it. The work Mr. Lansdale claims I did at this location did not take work or training away from any covered employees. If I had not even been at this location and done the things I needed to do in order to put this crossing in service, the claimants still would have been the only employees at this cut over. Further, the claimants observed while Mr. Lansdale and myself was

looking for this trouble and asked questions about the trouble shooting process. Therefore they received some training as we were trouble shooting.”

While Supervisors have legitimate oversight and training functions to perform in seeing that subordinates do their work safely and efficiently, we find the evidence supports a finding that, on the dates in question, Supervisor Jones went beyond those limits and performed tasks that should have been performed by the Claimants. There is no contention the Claimants were not qualified to do the work, and it is a weak excuse, in our judgment, for a Supervisor to contend he had to do the work because his subordinates stood around and watched him do it.

What the record lacks is evidence that Supervisor Jones’ efforts on the dates in question deprived each of the Claimants 20 hours of work at the overtime rate. The time involved appears to have been more than minimal, but beyond that there is little guidance as to what an appropriate remedy might be. It certainly is not what is claimed. Accordingly, we find that each Claimant shall be compensated five hours’ pay at his straight-time rate.

#### **AWARD**

Claim sustained in accordance with the Findings.

#### **ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of Third Division

Dated at Chicago, Illinois, this 19th day of September, 2001.