

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Benjamin H. Wolf, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOUTHERN PACIFIC COMPANY
(Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Company that:

(a) The Southern Pacific Company violated the current Signalmen's Agreement, effective April 1, 1947 (reprinted April 1, 1958 including revisions), particularly Rules 27 and 70.

(b) Mr. H. L. Jones be paid the difference between Leading Signalman's rate of pay and Signal Foreman's rate of pay for eight hours on each of the following days: October 7, 8, 13, 14, 21 and 22, 1958.

(c) Mr. A. E. Rowe as senior Signalman present, be paid the difference between Signalman's rate of pay and that of Leading Signalman's rate of pay for eight hours for the following days: October 7, 8, 13 and 14, 1958.

(d) Mr. W. M. Glidden be paid the difference between Signalman's rate of pay and that of Leading Signalman for eight hours each on the following days: October 21 and 22, 1958, as he was the senior Signalman working in the Signal Shop on those days.
[Carrier's File: SIG 148-43, S-27-2-101]

EMPLOYEES' STATEMENT OF FACTS: Prior to October 7, 1958, Mr. R. A. Thayer had been assigned to the position of Signal Foreman in the Sacramento Signal Shop.

On October 7, 8, 13, 14, 21 and 22, 1958, the Carrier required Foreman Thayer to leave the signal shop and perform work in the vicinity of Norden, California, which is, according to Carrier's time table, one hundred and two (102) miles from Sacramento. On those dates, Mr. H. L. Jones was working in the Sacramento Signal Shop under the classification of Leading Signalman. On October 7, 8, 13 and 14, 1958, Mr. A. E. Rowe was the senior Signalman present and on October 21 and 22, 1958, Mr. W. M. Glidden was the senior Signalman present.

The foregoing, Carrier submits, conclusively establishes that the handling accorded Foreman Thayer on the dates of this claim conformed precisely to a practice in effect on the Sacramento Division, and for that matter on Carrier's entire system, for many years. Neither the rules of the current agreement to which the General Chairman has referred, nor any other rules of that agreement, support the claim presented.

CONCLUSION

Carrier requests that the claim be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The Petitioner claims the Carrier violated Rules 27 and 70 of the Agreement when, on specified dates, the signal foreman having left the shop, the Leading Signaller was not paid the foreman's rate of pay and the senior Signaller the Leading Signaller's rate of pay.

The question presented is whether or not the Leading Signaller automatically moves into the Foreman Signaller's position when the latter leaves the proximity of the shop to exercise supervision some distance away.

This Board has previously held that a foreman is not required to be in physical proximity in order to exercise supervision over his men. See Award 6582. On the facts before us we see no reason for not following the decision in that award.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 6th day of March 1964.