



Award No. 14512
Docket No. SG-13366

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, 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 the Scope Rule, Rule 5, and Rule 70.

(b) Mr. D. J. Hanna be paid eight (8) hours at the Signalmen's rate of pay for March 9, 1961, and continuing until the conditions of allowing Assistant Signal Supervisor to do Signalman's work is corrected.
[Carrier's File: SIG 152-96]

EMPLOYEES' STATEMENT OF FACTS: On March 9, 1961, an Assistant Signal Supervisor assisted a signal gang in performing signal work covered by the Scope of the current Signalmen's Agreement. The work consisted of replacing a steel relay case at a road crossing in Kerman, California, and wiring a switch circuit controller at a switch east of the road crossing. Inasmuch as an Assistant Signal Supervisor is a Carrier official who is not classified in or covered by the Signalmen's Agreement, the Brotherhood's Local Chairman presented a claim on behalf of a furloughed Signalman, Mr. D. J. Hanna, for eight hours' pay at the Signalman's rate for March 9, 1961, and continuing until the condition is corrected. The Local Chairman's original claim dated March 19, 1961, which was presented to the Carrier's Superintendent, has been reproduced, attached hereto, and identified as Brotherhood's Exhibit No. 1.

The Local Chairman advised the Superintendent of the rejection of his decision on April 30, 1961; then referred this matter to the General Chairman. Attached hereto as Brotherhood's Exhibit No. 4 is the General Chairman's appeal of May 3, 1961, to the Assistant Manager of Personnel.

The claim was discussed in conference on June 1, 1961, and the Assistant Manager of Personnel denied it on June 2, 1961 (Brotherhood's Exhibit No. 5). On June 7, 1961 (Brotherhood's Exhibit No. 6) the General Chairman replied to that letter of denial.

As indicated by the correspondence cited above, this dispute has been

handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of April 1, 1947 (reprinted April 1, 1958, including revisions), as amended, which is by reference thereto made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: 1. There is in evidence an agreement (hereinafter called the current agreement) between the Carrier and its employes represented by the petitioner, having effective date of April 1, 1947 (reprinted April 1, 1958, including revisions), a copy of which is on file with the Board and is hereby made a part of this submission.

Under date of April 6, 1961, the Superintendent asked the Local Chairman to advise just what work the Assistant Signal Supervisor was doing so that the claim could be investigated. The Local Chairman's reply is Brotherhood's Exhibit No. 2. On April 19, 1961, the Superintendent denied the claim (see Brotherhood's Exhibit No. 3).

2. On March 9, 1961, Assistant Signal Supervisor C. E. Powelson was instructing and supervising men of Signal Gang No. 5 in installing a relay case and wiring a switch circuit controller at Kerman, California.

Installation of the relay case was performed by a signalman who operated the truck and two other signalmen who held the case over the bolts. Assistant Signal Supervisor Powelson merely guided the wires through the holes in the case and thereafter pried it slightly with bar for proper positioning and signalled truck operator to lower it.

The switch circuit controller was wired by a signalman in Assistant Signal Supervisor Powelson's presence, who in supervising the operation demonstrated how he wanted it wired; signalman actually performed the work.

3. By letter dated May 3, 1961 (Carrier's Exhibit "A"), petitioner's General Chairman appealed to Carrier's Assistant Manager of Personnel claim on behalf of senior furloughed Signalman D. J. Hanna (hereinafter referred to as the claimant) for "* * * Eight (8) hours at the Signalman's rate of pay for March 9, 1961 and continuing until the condition of allowing Assistant Signal Supervisor to do signalmans work is corrected," asserting that claimant should have been used for service performed by Assistant Signal Supervisor C. E. Powelson.

By letter dated June 2, 1961 (Carrier's Exhibit "B"), Carrier's Assistant Manager of Personnel denied the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: Petitioner contends that an Assistant Supervisor is doing the work of a Signalman, and makes claim that a furloughed Signalman be paid eight hours "at the Signalman's rate of pay for March 9, 1961, and continuing until the condition of allowing Assistant Signal Supervisor to do Signalman's work is corrected.

The record contains no facts with regard to activities of the Assistant Supervisor on dates other than March 9, 1961, and therefore claim for all dates subsequent to March 9, 1961, must be dismissed.

With reference to the Assistant Supervisor's activities on March 9, 1961, the record contains a letter of Carrier's Division Superintendent which reads in part:

"Our investigation develops that there were two signalmen and one assistant with Mr. Powelson at Kerman. One signalman operated the truck while the other two men held the case over the bolts and Mr. Powelson put the wires through the holes and then took a bar and pried the case so it fit and gave the operator a sign to lower the case * * * The wiring of the switch circuit controller was performed by a signalman and Asst. Supervisor Powelson instructed and showed him how he desired the controller wired and, naturally while doing so, he supervised the work by showing and assisting in the work."

Insofar as the wiring of the switch circuit controller is concerned, this record does not show that the Assistant Supervisor rendered assistance in the work beyond that which is inherent in supervision and no violation is shown.

The replacing of the relay case involves different considerations. The foregoing admission and our understanding of the record as a whole leads us to the conclusion that the Assistant Signal Supervisor actually took the place of a Signalman in a signal gang doing work that was unrelated to supervision. As we view the operation, four men were indispensable to the handling of the case and related work. The Assistant Supervisor simply took the place of the indispensable fourth man on this gang. Since it does not appear probable that the Assistant Supervisor thus took the place of a Signalman for more than an hour, we will sustain part (b) of the claim only to the extent of one hour at the Signalman's rate of pay.

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 violated.

A W A R D

Claim for dates subsequent to March 9, 1961, dismissed.

Claim for March 9, 1961, sustained to the extent indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17 day of June, 1966.

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