

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION****(Supplemental)**

Don Hamilton, 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) when it failed and/or declined to apply the Scope, Foreman, Signalman, Hours of Service, Bulletin, Assignment, Seniority, Loss of Earnings or other provisions of the current agreement by assigning recognized work of Signalmen to supervisory employees on April 3, 1962, in the installation, inspecting and testing of fourth aspect indication in the signal system between Dexter and Natron sidings.

(b) Mr. F. S. Shanbeck, Leading Signalman (Signal Gang No. 4, Oakridge, Oregon) and Mr. R. T. Bates, Signal Maintainer (Minnow, Oregon) be allowed eight (8) hours each at their respective overtime rates of pay for April 3, 1962. (Carrier's File: SIG 152-119)

EMPLOYEES' STATEMENT OF FACTS: On April 3, 1962, a Signal Foreman, a Signalman, and a Signalman-Coderman were engaged in placing in service, testing and inspecting, the fourth indication aspect in the signal system between Dexter and Natron sidings. They were assisted by an Assistant Signal Supervisor, an official not covered by or classified in the Signalmen's Agreement. Each man, including the Assistant Supervisor, was stationed at a different location, to check signal indications and the operation of relays, and they communicated with each other by telephone while they were thus engaged. Most of the work consisted of testing and inspecting the operation of relays, and observing signal indications. Some wiring changes were made by the Signal Foreman.

As indicated by paragraph (a) of the Statement of Claim, a basic issue involved herein is our contention that the Carrier violated the Signalmen's Agreement when it assigned Signalmen's work to supervisory employees (a

rier's Assistant Manager of Personnel and the latter denied the claim by his letter of June 19, 1962 (Carrier's Exhibit D).

(Exhibits not reproduced.)

OPINION OF BOARD: This claim arose on April 3, 1962 when several members of the Brotherhood of Railroad Signalmen were engaged in observing the cutting into service of certain signals. Also present were Assistant Signal Supervisor Williams and Signal Foreman Rachor. The extent of their participation forms the basis of this dispute.

The employees argue that the "Assistant Supervisor was actually taking the place of a Signalman when he was stationed at a specific location to check the operation of relays and the signal indications" and "the Signal Foreman was also taking the place of a Signalman as he, too, was working alone at a specific location to check the operation of relays and the signal indications." They also complain that, "the Signal Foreman changed the wiring of a signal operating unit at the West end of the Natron after the testing had started."

The Carrier maintains that "Assistant Signal Supervisor Williams' and Signal Foreman Rachor's service was limited to the visual observation of relays together with signal indications, except for one occasion when Signal Foreman Rachor observed that one relay was not functioning properly due to a wire not being connected, whereupon he twisted the wire around the terminal to make a temporary connection which was accomplished in two or three minutes. Approximately 15 minutes later, Signalman Vearrier arrived and made a permanent connection."

This case seems to turn on the function performed by the Supervisory employees. The question seems to be whether they were engaged in a strictly supervisory matter or whether they participated in the installation.

In regard to the employees' first contention, there does not appear to be any evidence in this case to show that the Carrier's officials did more than observe the operation of signal relays and indicators in the course of their supervisory duties. We are unable to find that this is a violation of the agreement.

The employees' second complaint is concerned with the work performed by Signal Foreman Rachor in making a temporary attachment of a wire to a terminal. Rule 2 defines a Signal Foreman as "an employee who is assigned to the duties of supervising the work of other employees, and who is not required to regularly perform the work over which he has supervision."

It seems to us that this language contemplates that it may sometimes be necessary for the Signal Foreman to perform some signal work which would be incidental to his supervisory duties. The rule prohibits him from doing such work on a regular basis. Therefore, we do not believe that there is any violation present in this case under the facts as presented in the record.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of June 1966.