

Award No. 14836

Docket No. SG-13402

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arnold Zack, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

PENNSYLVANIA-READING SEASHORE LINES

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Pennsylvania-Reading Seashore Lines that:

(a) The Carrier violated the rules of the current Vacation Agreement, specifically Article 10 (b), when, in the week of August 29 to September 2, 1960, it assigned the duties of a vacationing Foreman C&S, with headquarters at Westville, N. J., to another Foreman C&S with the same headquarters. This Foreman C&S who was required to assume these duties, in addition to his own, was at the same time required to assume the duties of a third Foreman C&S with headquarters at Westville, N. J., who was off sick.

(b) Mr. A. L. Hansel, Signalman C&S, with headquarters at Westville, N. J., as the oldest man in seniority at work at this time, he paid the difference between his regular pay and that which he would have earned in this week had he been assigned to this position.

OPINION OF BOARD: On August 29 through September 2, 1960 Foreman R. Danley, headquarters Westville, N. J. was on annual vacation. During this period Foreman G. Thompson supervised the C&S forces working at that point.

The Organization contends that Foreman Thompson was given an increased work load by virtue of Foreman Danley's vacation absence, in violation of Article 10 (b) and that Signalman Hansel, oldest man in seniority at this time, should have been assigned to this position.

The Carrier argues that the available work gang was reduced in number at this time; that the size of Thompson's work gang was no greater than usual, and that most of the men from Danley's gang worked independently, away from Thompson's supervision. It asserts that since the only extra work required of Thompson was taking the roll and issuing start-of-shift orders, less than 25% of Danley's duties were assigned to Thompson, and thus there was no violation of Article 10 (b).

Article 10 (b) of the Vacation Agreement states:

" . . . However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employe can be distributed among fellow employes without the hiring of a relief worker . . ."

In the instant case it is clear that Danley's gang continued to work and that there was a continuing need for supervision. Although part of his gang worked at a location physically removed from Thompson, and was under the immediate direction of Leading Signalman Schwartz it is clear that there were no other foremen on hand with the ultimate supervisory authority. Whether or not he was physically present with the Danley gang members at all times during the shift is irrelevant, since his availability and responsibility could not be denied. Additionally, Thompson carried out the administrative requirements of Danley's job in the roll call and assignment of work. It can not be logically argued that once he assigned the work tasks he no longer had any supervisory responsibility for their performance. It is therefore our conclusion that at least the equivalent of 25% of Danley's work load was distributed among fellow employes, in violation of Article 10 (b).

Signalman Hansel's claim is sustained.

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.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 12th day of October 1966.