

 Award No. 16367

Docket No. SG-16682

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John J. McGovern, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Atlantic Coast Line Railroad Company that:

(a) The agreement was violated when a supervisory employe, not covered by the agreement, was used in connection with clearing trouble on the CTC code line August 20, 1965.

(b) Signal Maintainer D. W. Weaver and Assistant Signal Maintainer W. Hasty be paid at their respective rates on overtime basis, 1:00 A. M. to 7:00 A. M., August 20, 1965, because they were not called in connection with trouble reported while supervisory employe was used in connection therewith. (Carrier's File: SG-7.)

EMPLOYEES' STATEMENT OF FACTS: This claim is a result of the diversion of Scope work. On August 20, 1965, an Assistant to Supervisor of Communications and Signals was called and used from 1:00 A. M. until 7:00 A. M. to work the C. T. C. control machine at Tampa, Florida, because intermittent trouble with the code line was causing the Centralized Traffic Control System in the area to fail.

The position of Assistant to Supervisor of Communications and Signals at Tampa, Florida, was created on July 16, 1965; it is not covered by the Signalmen's Agreement in effect on this property.

Prior to August 20, 1965, whenever trouble in the CTC System occurred and there was a need for someone to direct tests and assist in locating the trouble, the regularly assigned Signal Maintainer and Assistant Signal Maintainer, whose territory includes the control machine, were called and used to perform the necessary work.

D. M. Weaver and W. Hasty are regularly assigned to the positions of Signal Maintainer and Assistant Signal Maintainer at Tampa, and they entered a claim for six (6) hours' overtime pay account the Assistant Supervisor assuming a part of their duties.

apparatus, and it was not necessary to perform any work or tests on it. There was obviously no necessity for calling a Signal Maintainer or an Assistant Signal Maintainer (the claimants) on duty at Tampa, and Carrier rightly did not do so.

Claim was subsequently filed by the Brotherhood seeking 6 hours at the overtime rate in behalf of each claimant.

"because they were not called in connection with trouble reported, while supervisory employe was used in connection therewith."

No rule in the Agreement was cited as having been violated, and no work covered by the Agreement was cited as having been performed by a supervisory employe. The claim was based, instead, solely upon the Brotherhood's contention that,

"the agreement was violated when a supervisory employe, not covered by the agreement, was used in connection with clearing trouble on the CTC code line August 20, 1965."

The claim was appealed by the Brotherhood and declined by the Carrier at all levels of handling on the property, as reflected in the attached letters identified as Carrier's Exhibits: A(1) dated September 21, 1965, from the General Chairman to Mr. O. Pearson, Supervisor of Communication and Signals; A(2) dated September 29, 1965, from Mr. Pearson to the General Chairman; A(3) dated November 8, 1965, from the General Chairman to Mr. R. D. Liggett, Chief Engineer Communication and Signals; A(4) dated November 12, 1965, from Mr. Liggett to the General Chairman; A(5) dated November 29, 1965, from the General Chairman to Mr. W. D. Quarles, Jr., Director of Labor Relations (then Carrier's highest designated official to handle such matters); and A(6) dated December 15, 1965, from Mr. Quarles to the General Chairman.

Agreement between the Carrier and its Signal Department Employees effective April 1, 1946, with revisions and supplements, is controlling. A copy is on file with your Board and is, by reference, made a part of this submission.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier experienced some difficulty in its Central Traffic Control signaling system in an area North of Tampa, Florida. Indications that trouble existed were received by the train dispatcher on the CTC Board located in Carrier's train dispatching office at Tampa.

The Dispatcher at Tampa called the Signal Maintainer who was responsible for the territory within which the trouble occurred. He also, in compliance with standing instructions, notified the local Communication and Signaling supervisory staff at Tampa. The Assistant to the Supervisor Communication and Signaling responded to the call by ordering additional Signal Maintainers to duty in an effort to locate and correct the trouble. It developed that the malfunctioning was a Western Union wire which was interfering with a code line in the Orlando area. This was corrected by the field signal Maintainers and the system was restored to normalcy. A Claim was filed on behalf of the Signal Maintainer and Assistant Signal Maintainer at Tampa, alleging that the

Assistant to the Supervisor had wrongfully been called to work the CTC machine due to signal failures.

We direct our attention to the claim itself, which reads:

"The agreement was violated when a supervisory employe, not covered by the agreement, was used in connection with clearing trouble on the CTC code line August 20, 1965."

Carrier avers that the Assistant to the Supervisor was functioning in a supervisory capacity and did not perform any signal work. The wording of the claim itself merely states that he was "used" to clear the trouble on the CTC code line. We have searched this record in vain to ascertain precisely what work the Petitioner alleges that the Supervisor performed. The mere fact that he was called by the Dispatcher and responded by calling additional signal Maintainers to locate and correct the trouble is not tantamount to having performed signal work. He acted in a supervisory capacity which he was required to do. We find no evidence to sustain this claim and must accordingly deny it.

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 not violated by the Carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of June 1968.