

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21439
Docket Number SG-21155

James C. McBrearty, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Soo Line Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Soo Line Railroad Company:

On behalf of Mr. W. L. Larson for Leading Signal Maintainer rate of pay, instead of Signal Maintainer rate of pay, commencing February 1, 1974, account duties assigned his position bring it within the scope of Rule 5 of the Signalmen's Agreement. /Carrier's file: 900-40-139/

OPINION OF BOARD: The basic issue in this dispute is Petitioner's contention that Claimant is performing the duties and responsibilities of an employee classified as a Leading Signal Maintainer pursuant to Rule 5 of the current Signalmen's Agreement, and that Claimant should receive the Leading Signal Maintainer rate of pay from February 1, 1974.

In pertinent part, Rule 5 reads:

"Except where a regularly assigned Signal Maintainer assists another Maintainer not to exceed two (2) consecutive calendar days, Maintainer working with and supervising the work of more than one regularly assigned employee shall be classified as a Leading Signal Maintainer."

The key question involved in the instant case is whether Claimant actually supervised other regularly assigned employees.

Stevens Point is the division headquarters for Carrier's Eastern Division, the main line of which extends from Chicago, Illinois, to Chippewa Falls, Wisconsin. Stevens Point is also the C.T.C. control point for the centralized traffic control territory extending from Schiller Park (Chicago) to Chippewa Falls.

Since the initiation of C.T.C. in this territory, the Signal Maintainer at Stevens Point has, in addition to the normal maintenance of outside electrical and signal facilities such as, signals, power switches, track circuits, lights, and so forth, maintained the C.T.C. control machine and its various control systems. This includes periodic tests as required by government regulation as well as those to insure proper operation and to detect and correct malfunctions. Some of these tests require checking in conjunction with Signal Maintainers located elsewhere.

Webster's Third New International Dictionary (Unabridged Edition, 1971) defines "supervise" as, "to coordinate, direct and inspect continuously and at first hand the accomplishments of others." Using this definition, the Board finds that the tests of the C.T.C. system performed by Claimant are not strictly supervision within the meaning of Rule 5 of the Agreement. Therefore, the claim must be dismissed.

While it is true that on some of Carrier's properties, Signal Maintainers assigned to a C.T.C. control machine location are classified as Leading Maintainers, this has been done by direct negotiation between the parties, and such would be the appropriate route to pursue in the instant case.

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;

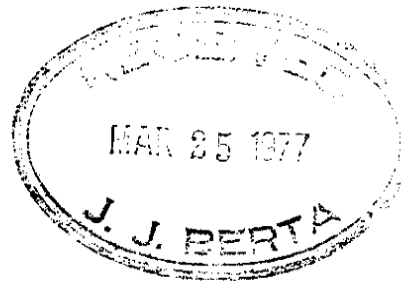
That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim dismissed.



NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A. W. Paulos*
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1977.