

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22269
Docket Number SG-22223

Don Hamilton, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Southern Pacific Transportation Company
((Pacific Lines)

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation Company (Pacific Lines):

(a) The Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Carrier and its Employees in the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective October 1, 1973, particularly the Scope Rule and Rule 5(b) which resulted in violation of Rule 72.

(b) Mr. Carmichael be compensated for Two hours and fifty minutes at his overtime rate for April 14, 1976."

[Carrier file: SIG 152-363]

OPINION OF BOARD: The Organization alleges that at approximately 6:00 o'clock p.m. April 14, 1976, a malfunction was discovered on the CTC machine at Roseville, California, and that the Carrier utilized a Senior Assistant Signal Supervisor instead of calling the General CTC Maintenance Technician to determine the source of the trouble. This claim is for two hours and fifty minutes at the overtime rate for the General CTC Maintenance Technician.

The Organization further asserts that the Train Dispatcher discovered that a malfunction existed and instead of calling the Claimant, notified his Assistant Chief Dispatcher, who in turn notified the Senior Assistant Signal Supervisor, who happened to be in the office of the Dispatcher at the time. It is further alleged that the Assistant Signal Supervisor went into the room where the CTC machine was located and made a test, thereby determining that the trouble was not in the machine but was, in fact, in the field. The Senior Assistant Signal Supervisor then called a Signal Maintainer in the field to correct the problem.

The Organization asserts that the Claimant is the regularly assigned General CTC Maintenance Technician charged with the duties of maintenance, inspecting, testing, adjusting and installing centralized traffic control machinery at Roseville, California, and is subject to call pursuant to the Agreement.

The Carrier asserts that the Supervisor did not perform any work outside of his regular duties involving supervision.

The Organization contends that three particular sections of the record indicate that the Supervisor was providing assistance as opposed to supervision.

The Division Engineer wrote to the local Chairman June 3, 1976, and said, "The Assistant Supervisor performed no work and only assisted the employes in the field by telephone to locate the code line failure."

In the Submission filed with this Board by the Carrier, it is asserted, "This claim involves alleged actions of Carrier's Senior Assistant Signal Supervisor in the performance of his usual and customary supervisory duties when he determined the cause of a signal malfunction brought to his attention while he was present at Carrier's Train Dispatcher's Office at Roseville, California, all of which circumstances occurred outside the assigned hours of the General CTC Maintenance Technician regularly assigned to work at that office."

The Submission filed by the Carrier also contains the following language:

"Since there was no malfunction of the CTC machine at the Roseville Train Dispatcher's Office, the Senior Assistant Signal Supervisor performed no work other than assist the maintenance employes in the field by telephone in locating the code line failure."

Perhaps the language quoted is an unfortunate choice of words. We do not believe that the total record supports the allegation advanced by the Organization. The isolated comments cited herein, although providing some cause for concern, do not substantiate the theory of assistance as opposed to supervision.

In any event, we are concerned with the truth of the matter asserted as opposed to the form in which it is presented. In this case, the Organization has failed to establish that the Supervisor performed work other than supervision.

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 Employee involved in this dispute are respectively Carrier and Employee 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 denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 12th day of January 1979.