

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 22955
Docket Number SG-23021

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of the General **Committee** of the Brotherhood of Railroad Signalmen on the Atchison, Topeka and Santa Fe Railway Company:

(a) Carrier violated the Signalmen's Agreement, particularly the Scope, when, on February 17, 1978, it permitted Mr. B. B. Gaddis, Assistant **Signal** Engineer, to work on a switch machine from 8:00 a.m. to 12:00 **noon**.

(b) Carrier should **now** pay Mr. L. R. Lopes **an** additional four hours pro rata pay account Mr. Gaddis deprived him of work opportunity."

(General Chairman file: 1-211. Carrier file: 14-1940-220-30)

OPINION OF BOARD: On February 17, 1978, the Claimant observed an Assistant Signal Engineer (a position not covered by the Scope **Rule** of the applicable agreement) performing work **on** a switch machine from **8:00** a.m. to noon.

There does not appear to be any significant dispute over the fact that the Engineer is not covered by the agreement, and that the switch machine involved is a piece of equipment which is used within the "systems" **covered** by the Signalmen's Agreement.

The Carrier contends that the Supervisor in question happened to become aware that a **machine** was not operating properly and, in the interest of furthering the education of certain Student Signalmen, he demonstrated to them the proper method to diagnose and rectify the **problem**. While doing so, he - and the students - as well as other signal gang members removed and replaced certain parts from the switch **machine**. It is indicated that the time spent by the Supervisor in instructing the employees who were working on the switch **machine** was approximately **1½** hours.

Thus, although the Carrier does not deny that under normal circumstances the work of changing a switch **machine** from the "right to left hand" operation is work which belongs to bargaining unit employee, the instant case is illustrative of the fact that a Supervisor may **advise** and instruct employees.

We ~~have~~ considered the Awards cited by the Carrier concerning the ~~propriety~~ of training, as well as the assertion that this Claimant was present during the episode and assertedly did not raise any objection at the ~~time~~. Further, we have noted the argument that the Claimant suffered no monetary loss as a result of the incident.

Without immediate regard to the question of whether all of the Carrier's present assertions were raised and progressed on the property, we are ~~inclined~~ to find that the record supports the claim in this case. Certainly, we do not suggest that it is improper or an agreement violation for a ~~Supervisor~~ to engage in certain acts of education of ~~employees~~, and it is certainly permissible to utilize Supervisors to teach. However, we would trust that in the normal circumstance, the Supervisor would not utilize various tools when he did so, especially when there are journeymen present and capable of handling the tools.

We feel that the actions of the Supervisor in this case transcended the bounds of educational activity; but rather, constituted a violation of the agreement.

The claim seeks compensation because of the deprivation of work opportunity, and that concept is an appropriate basis for a damage award.

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.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Parker
Executive Secretary

Dated at Chicago, Illinois, this 15th day of August 1980.