

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. Lopez 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 employees, 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. Pauls
Executive Secretary

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