

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23247
Docket Number SG-23240

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) The Carrier violated the current Signalmen's Agreement, particularly the Scope, when on Friday, October 6, 1978, it allowed Mr. B. B. Gaddis, Assistant Signal Engineer, to perform recognized signal work when he worked on and repaired a hot box recorder throughout the day.

(b) The Carrier should pay to L. R. Lopez, additional time of eight hours for the work performed by this official on this date."

(General Chairman file: 1-243. Carrier file: 14-1940-220-33)

OPINION OF BOARD: The Organization asserts that on October 6, 1978, a Carrier Official performed work on a "hot box detector" in violation of the Scope Rule of the agreement, which makes specific reference to work on hot box detectors connected to, or through, signal systems.

Although the Employees concede that a Supervisor may perform certain testing and inspection functions on a signal system, they may do so only to the extent to determine whether or not bargaining unit employees are properly performing their work. The Employees insist that the work in question did not fall into that permitted category and was therefore improper.

On the property, the Carrier referred to certain work having been performed on new hot box recorder equipment, however it insists that the Supervisor merely "wished to learn all that he could about its design and function so that he could better guide and instruct the employees."

This was disputed by the Local Chairman, who stated that he personally observed the Supervisor working on the recording instrument on the day of the claim, and that he was removing and replacing integrated circuit chips, etc., in order to effect a unit modification.

As we have observed in prior Awards, we do not, in any manner, suggest that it is improper or a violation for a Supervisor to educate employees and to teach. However, we are of the view that the facts, as established while the matter was under review on the property, demonstrate that this Supervisor performed certain repair work and we are inclined to find a violation of the Scope Rule. However, we do not find any indication that the Supervisor devoted more than 3 hours of time to the repair work on the day in question, and we will, accordingly, sustain the claim only to the extent of awarding an additional three (3) hours to the Claimant.

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 in accordance with the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1981.

