

The Third Division consisted of the regular members and in addition Referee Edward L. Suntrup when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (CONRAIL):

On behalf of C. J. Capone and R. J. Massimiano, for eight (8) hours pay at their respective pro rata rates of pay, and six (6) hours' pay at this respective punitive rates of pay for each day of violation, account of Carrier violated the Signalmen's Agreement, particularly the Scope Rule, when, on July 15, 16, 17, 18 and 19, 1985, it permitted or allowed Signal supervisory personnel to perform installing, constructing, testing and inspecting of the Rail Highway Crossing warning system between Kohler and Essex Sts., in Gloucester, N.J. Carrier file: SD-2239."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The instant case is a companion case to Third Division Award 27983 which the Board has already studied and ruled on. In this case, as in that earlier one, the contention by the Organization is that supervisory personnel performed covered work in and around the Gloucester, New Jersey area. In the former case the claims centered on alleged violation of the Scope Rule of the Agreement because supervisory personnel removed old signal circuits and added new ones on the Vineland Secondary in the Gloucester area. In the instant case the contention is that there has been further violations of the Scope Rule when supervisory personnel installed, constructed, tested and inspected a rail highway crossing warning system between Kohler and Essex Streets, in Gloucester.

According to the claim, craft work was performed by supervisors during the work week of July 15-19, 1985. What was this work? According to the Local Chairman it consisted in performing manual labor with the craft's tools, transporting materials, using meters, adjusting electronic equipment, measuring the distance for the shunts, and distributing equipment to the instrument cases." In his letter of October 5, 1985, the Local Chairman names specific supervisory personnel who did various work accruing to the craft. He further notes that Assistant Supervisor's company van is "better stocked with material" than any of the maintainers' vehicles. In his first level denial of the claim the Supervisor of Signals states that he is "aware of instances where Region and Division Personnel (are) involved in the actual hook-up and testing of the new equipment." The senior Carrier officer handling the claim states, in his letter of denial, that a "supervisor's duties include seeing that a job is performed correctly. This often involves hands-on work to check work performed by craft employees, or to show craft employees the proper way to perform their tasks."

The Board is aware that there is a thin line between supervising work and doing the work by means of what the Carrier's officer calls the "hands-on" approach. In studying the full record before it, however, the Board is led to the reasonable conclusion that the Carrier's supervisory personnel crossed the line into craft covered work when it became involved, to the extent that it did, in what the Carrier calls the "actual hook-up and testing of the new equipment." The Scope Rule states, in pertinent part, the following:

Scope Rule:

"These rules shall constitute an agreement between the Consolidated Rail Corporation and its employees, represented by the Brotherhood of Railroad Signalmen covering rates of pay, hours of service and working conditions of employees in classifications hereinafter listed who are engaged, in the signal shop or in the field, in the construction, installation, repair, inspection, testing, maintenance or removal of the following signal equipment and control systems, including component parts, appurtenances and power supplies (including motor generator sets) used in connection with the systems covered by this Agreement and all other work recognized as signal work:

* * * * *

Highway-railroad grade crossing protection systems (other than those manually operated).

* * * * *

Relay houses and relay cases."

On merits the claim is sustained.

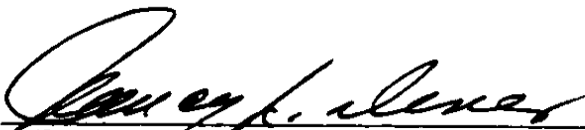
The record is unclear, however, whether the relief requested accurately assessed the extent of the Agreement violation. The Carrier argues that the "claim is excessive" and the Board, on basis of evidence of record, is inclined to agree. Convinced that there were violations of contract, but absent specific information as to their extent, the Board reduces the relief to four (4) hours for each date of the claimed violation. In accordance with arbitral precedent, relief under title of damages is proper in a claim such as this. For discussion and precedent see recent Third Division Awards 27982 and 27983 ruled on by the Board in claims involving the same parties (See also Third Division Awards 17973, 20020, 20311, 23571). The two Claimants shall each be compensated therefore, at straight time rate two (2) hours for each of the five days during the weeks of July 15-19, 1985. This amounts to ten (10) hours at straight time rate for each Claimant.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 29th day of June 1989.