

The Second Division consisted of the regular members and in addition Referee Nicholas H. Zumas when award was rendered.

Parties to Dispute: (System Federation No. 4, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(The Chesapeake and Ohio Railway Company

Dispute: Claim of Employees:

1. That on January 16, 1974, the Chesapeake and Ohio Railway Company violated the current agreement, particularly Rules 29 and 115 of the Shop Crafts' Agreement, when in lieu of calling and using Electrician Robert Demerest, Carrier dispatched Supervisor Larry Koster to the Grand Rapids Transportation Yard to make electrical repairs to a defective load regulator on Engine 5253.
2. That by reason of this violation, the Chesapeake and Ohio Railway Company be ordered to pay Electrician Robert Demerest four (4) hours pay at the applicable electricians' rate pursuant to Rule 4 of the Shop Crafts' Agreement.

Findings:

The Second 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 employee 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.

On the claim date in question a Yard Inspector called the Dispatch Foreman advising that he was on Locomotive 5253 in Grand Rapids Yard and it would not load. The Yard Inspector suggested that the problem might be electrical. A Maintenance Supervisor was sent to the unit to determine the nature of the difficulty. He discovered that it was due to a defective rheostat. The Maintenance Supervisor temporarily corrected the difficulty by jumping out one-half of the rheostat. The next morning the unit was brought into the shop and repairs were made by an electrician. The claim herein is for four hours at the overtime rate for the actions taken by the Maintenance Supervisor.

Under the particular circumstances of this dispute, the Board finds that such incidental work performed by a supervisor in an effort to ascertain the reasons why the unit would not operate was within the supervisory duties of a supervisor and not violative of the agreement between the parties.

In Second Division Award No. 4233, the Board found, in pertinent part, as follows:

"The claim is that the carrier assigned the diesel foreman to go out and perform work contracted to the electrical workers. But the Carrier alleges that until after the arrival of the diesel supervisor it was not known whether the trouble was electrical or otherwise, and the record indicates nothing to the contrary. In fact, the Employees placed in the record the initial denial of the claim, which stated that upon the call to the yardmaster at Sherman no indication was given as to the nature of the trouble or what craft might be needed to make repairs. The carrier had a clear right to send the diesel supervisor to find what was wrong, and to do so without sending out a mechanic of each craft whose work might later prove to be involved.

At any rate, the carrier did not 'assign the diesel supervisor to perform work contracted to the Electrical Workers;' it assigned him to learn what had to be done, which was no violation of the Agreement. His inspection of the inoperative diesel was clearly within his supervisory duties.

Since the foreman and the engine crew did not discover the looseness of the screw before the diesel supervisor's arrival, it was presumably not apparent to the eye, and was then discovered by normal testing of tightness which at the same time perhaps tightened the screw; but even if it was not tightened in that operation, the supervisor would still have been within his duties if he tightened it to find whether its looseness, and not some other defect, had caused the trouble. It can hardly be argued that he should have sent for an electrician to tighten the screw so that he could observe the result, or that upon learning it he should have loosened the screw and sent for an electrician to tighten it again." (Underscoring added.)

A W A R D

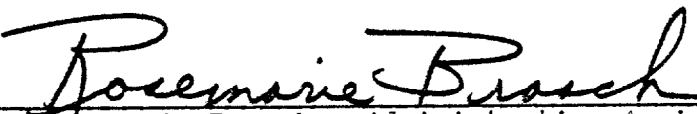
Claim denied.

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Award No. 7386
Docket No. 7023
2-C&O-EW-'77

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 8th day of November, 1977.

