

The Second Division consisted of the regular members and in addition Referee Abraham Weiss when award was rendered.

Parties to Dispute: { System Federation No. 42, Railway Employees'
 { Department, A. F. of L. - C. I. O.
 { (Electrical Workers)
 { Seaboard Coast Line Railroad Company

Dispute: Claim of Employes:

1. That the Seaboard Coast Line Railroad Company violated the current working agreement, particularly Rules 14, 26(a) and 93, when Carrier Supervisor performed work belonging to the Electrical Craft by his maintaining, inspecting and repairing a traction motor on S.C.L. Unit No. 1616.
2. That, accordingly, the Carrier be ordered to compensate Electrician R. E. Evans for two (2) hours and forty (40) minutes at the punitive rate of pay.

Findings:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 issue presented herein is a claim that acting General Foreman Featherston, notwithstanding the availability of qualified electricians, "used pliers and screwdriver belonging to electricians in performing the work of maintaining, inspecting and repairing" a traction motor on S.C.L. Unit No. 1616, in violation of Rule 93, Classification of Electricians, which provides in pertinent part:

"Electricians' work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all generators, switchboards, meters, motors and controls, ... and all other work generally recognized as electricians' work."

A claim was filed on behalf of claimant, who was not on duty at the time.

As gleaned from the record, on the day in question the traction motor on SCL Unit 1616 was cut out on account of two defective brush holders and tagged accordingly. Foreman Featherston inspected the motor in the presence of two electricians (not including Claimant, who was off duty) after they removed the traction motor covers, to determine whether temporary repairs could be made. On one brush box, the Foreman found one broken spring on the brush holder, removed the brush shunt, checked to see if the broken spring would not strike the frame, and advised the two electricians that no repairs would be required on this brush box. Upon inspecting another brush holder he found two broken brush box springs, used one of the electrician's screw drivers to remove the screw holding the brush shunts in order to remove the brushes; obtained two new brushes from the electricians to check tolerance and clearance of the brushes; instructed one of the electricians to wire the brush spring so as to maintain tight tension on the brushes; inspected the brush holder; and determined the traction motor suitable for service.

Petitioner maintains that the Foreman's inspection and repairs, including using hand tools, are reserved to electricians under Rule 93; that electricians sign both Federal and Carrier inspection and repair forms, including for the type of work performed by the acting Foreman; that Rule 26(a) provides that only mechanics or apprentices shall do mechanics' work as per special rules of each craft; that the Foreman did perform work instead of supervising or making a determination concerning feasibility of repairs; that the two electricians on duty were not allowed to inspect the traction motor and did not, nor have the opportunity to, inspect or perform the work of maintaining, repairing or rebuilding the motor.

In denying the claim, the Master Mechanic stated:

"At no time did Mr. Featherston attempt to perform the Electricians' work. He was only inspecting and checking tolerances to see if repairs could be made and supervising the Electricians in making the repairs. ... to determine whether the traction motor could be made serviceable with temporary repairs inasmuch as no material was available for making permanent repairs."

The Master Mechanic also cited in justification Rule 26(b), Assignment of Work:

"This does not prohibit foremen in the exercise of their duties to perform work."

Carrier's defense is that Mr. Featherston was inspecting the brush holders and instructing the Electricians in accordance with Rule 26(b) which gives foremen the right in the exercise of their duties to perform work including, but not necessarily limited to "instructions to employees (including showing them how to do a particular job); making determination as to the feasibility of making repairs and determining that repairs have been properly made". Carrier also points out that two electricians were

present at all times; that the Foreman did not displace any electrician or take work away; and that the Foreman performed duties normally associated with a supervisory position.

The Electricians' Scope Rule assigns inspecting work to Electricians. At the same time, Rule 26(b) authorizes supervisors to perform work in the performance of their duties. This Board has held in a number of cases that inspection work is inherent in the position of supervisory employees. Our Awards generally recognize that supervisory employees have the right to perform work which is incidental to and done in connection with their regularly assigned duties. Whether in a particular case, a supervisor's activities exceed the bounds of inspection or the performance of work in the exercise of his duties must be judged on the facts of each individual situation.

Foreman Featherston's activities, described supra, were collaborative, rather than exclusionary. They partook more in the nature of supervisory inspection than the "inspection" referred to in Rule 93; i.e., they did not, in our view, trespass upon the work reserved to electricians under Rule 93. The record shows that he instructed the two electricians to perform some of the work, including wiring the brush spring; and that he inspected the results to determine whether the temporary repairs so effected, rendered the traction motor suitable for service. While he did engage in some "hands on" work, such work was certainly minimal and, we think, within the limits of Rule 26(b). In this connection, we quote Third Division Award 12231 (Engelstein):

"In the course of supervisory work, there are occasions when the supervisor finds it necessary to actually use tools, as was done in the instant case..."

As we have noted, each situation involving the performance of work and/or inspection by a supervisor must be considered on its merits, in the light of the particular facts and circumstances in a given situation. On the basis of the record before us, we are of the opinion that in the instant case, the Foreman did not transgress the general limits of his supervisory scope and responsibility. He did not replace or displace another employee -- the two electricians were on duty and participated in the work at issue.

Supervisors, as part of their supervisory responsibility, have a right to counsel, instruct or advise an employee by "on hands" performance as well as by verbal instruction.

We are cognizant of Petitioner's concern that non-contract employees, including supervisors, may perform work which by contract is reserved to its members. Carrier, through its highest official designated to handle disputes has stated in the record to the general position that it does not want to have Foremen do work assigned to other employees by contract by stating: "We do not condone our supervisors and foremen performing work belonging to the crafts". This acknowledgement in the record offers some assurances to Petitioner of Carrier's customary attitude on this issue, on which Petitioner, we believe, may rely.

Based on the record before us, and as discussed in the Findings, we conclude that the Agreement was not violated and, accordingly, the claim is denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 5th day of September, 1979.