

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISIONAward No. 7038  
Docket No. 6772-T  
2-SP(T&L)-EW-'76

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

Parties to Dispute: ( System Federation No. 162, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( Electrical Workers  
(  
( Southern Pacific Transportation Company -  
( Texas & Louisiana Lines

Dispute: Claim of Employees:

1. That commencing with the calendar date October 1, 1973, the Southern Pacific Transportation Company (Texas and Louisiana Lines) violated and continues to violate the current agreement, particularly Rules 29 and 108, when they assigned and continues to assign supervisors to perform electrical work on diesel locomotives at the Carrier's San Antonio, Texas Diesel Shops.
2. That, accordingly, the Southern Pacific Transportation Company (T & L Lines) be ordered to compensate each of the petitioning claimants listed below a proportionate share of the continuing claim for eight (8) hours pay commencing with October 1, 1973, and for each subsequent day within the foreman's assigned work week that such violation continues. Payment for such time to be computed on the basis of the applicable electrician's pro rata hourly rate.

## CLAIMANTS:

J. L. Siedo	H. E. Holbrook
E? P. Kelly	H. F. Nill
R. W. Grassmuck	L. L. Switzer
D. V. Ehrler	H. Alsbury
J. Wolfe	B. G. Shaw
T. J. Dzierzanowski	R. M. Farar
L. H. Thurmond	W. G. Brubaker
T. R. Malish	A. H. Madison
R. H. Rameriz	C. H. Anderson
B. L. Ferandel	E. B. Lynch
W. P. Haby	J. Rivera
J. R. Miller	G. R. Beauchernin
B. L. McNiel	E. A. Dzierzanowski

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 were given due notice of hearing thereon.

In compliance with the Railway Labor Act and the statutory obligations imposed on this Board by the United States Supreme Court in *T.C.E.U. v. Union Pacific R. R.*; 38 U.S. 157 (1966), a Third Party Notice was duly given to the American Railway Supervisors' Association, representative of supervisions on this property. The American Railway Supervisors' Association intervened in the claim, filed an ex parte submission and attended the Referee Hearing held thereon.

The instant dispute arose when Carrier installed a computer, the so-called Search Machine, at its San Antonio Diesel Shops to assist in the testing of diesel locomotives. Actual testing of locomotives is performed by Mechanical Department supervisors, represented by the American Railway Supervisors' Association, which the Electricians contend is contractually reserved to employees of their craft by Rules 29, 108 and the Scope Rule of their controlling Agreement. They maintain that the Agreement reserves to them the work of inspecting, testing, maintaining and repairing electrical wiring circuits and component parts of diesel locomotives which work is currently being performed by supervisors at the San Antonio Diesel Shops.

The record indicates that the work subject of this dispute involves a supervisor preparing a computer tape for a particular type diesel unit and inserting said tape into the Search Machine. The tape reflects the maximum efficiency of the electrical and mechanical systems of the type diesel being inspected and is matched against the actual systems of said diesel unit. The supervisor operates the tape through the computer, examines them and if the element being tested registers a variance from the tape, the supervisor then notifies the electrician who makes the necessary corrections. It is operation of the computer that the Electricians argue accrues to them by virtue of Rule 108, their Classification of Work Rule.

This Board is unable to agree with the Electricians that the foregoing work is reserved to members of their craft through operation of Rule 108. Rather, it is our opinion that operation of the Search Machine is supervisory

in nature and contractually belongs to supervisors who are presently assigned thereto. The computer is merely an aid to supervisors which assists them in directing the work of the electrician. However, it is the electrician who actually inspects that part of the diesel unit being examined taking corrective action when needed. The computer merely indicates an area of the diesel where an electrical or mechanical problem may be present. It is then incumbent upon the electrician to inspect this particular area and make any corrections that may be needed.

Detection by the computer of potential areas of electrical malfunctioning cannot be considered "inspecting" as that term is used in Rule 108. Nor does it come within the ambit of "all other work generally recognized as electricians' work in Rule 108. Rather, upon being apprised of potential trouble areas by the supervisor who operates the computer, the electrician then inspects the locomotive. It is the latter work, in our opinion, that is contractually reserved to electricians by operation of Rule 108. And since the claimants have, in fact, performed this work, we consider the claim to be lacking in merit and it must be denied as a result.

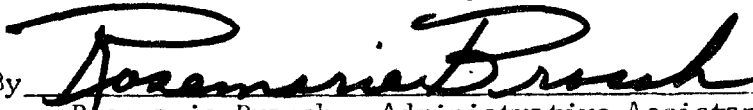
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of April, 1976.