

**Award No. 309**  
**Docket No. 281**  
**2-MP-BM-'39**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee John A. Lapp when award was rendered.

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYES'**  
**DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

**MISSOURI PACIFIC RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:** That it is boilermakers' work to sign Item No. 11 and Item No. 21 on monthly and annual locomotive inspection and repair reports.

**EMPLOYES' STATEMENT OF FACTS:** The items in question in this dispute cover work formerly performed by the boilermakers, and the work is now being performed by machinists. Furthermore, this work was taken from the boilermakers at one point after being assigned to them and was assigned to the machinists, depriving the boilermaker of the 5-cent differential rate allowed for making inspections.

**POSITION OF EMPLOYES:** Rule 62 (a) of our current wage agreement states in part:

"Boilermaker's work, including regular and helper apprentices, shall consist of \* \* \*, inspecting boilers and staybolts, \* \* \*"

The locomotive boiler inspection law provides for the monthly and annual inspection of boilers and testing of the staybolts in the firebox.

Quoting from the law:

"The term inspector as used in these rules and instructions, unless otherwise specified, will be held to mean the railroad company's inspector."

In a book compiled by the railroad company entitled "Instructions Covering Maintenance, Inspection and Testing of Locomotives and Tenders" used for the purpose of instruction for inspectors, on page 6 states that annual and monthly locomotive inspection and repair reports will be compiled by the railroad company's boiler and machinery inspectors.

The inspection law provides that an inspection is not complete and the engine ready for service until it is fired up and tested out and the inspection cards properly signed and placed in the cab.

We contend that since the agreement delegates to the boilermakers the inspection of boilers and testing staybolts, and the law states that the inspection is not complete until the engine is hot and tested out, the signing of Items No. 11 and No. 21, which read: "\* \* \* were steam leaks repaired \* \* \* \*" is boilermakers' work.

The regulations further provide that "any competent employe can be designated as an inspector." No further requirements are made as to qualifications of an inspector, the same being left to the judgment of the carrier's officers.

What is being asked in this case is that this Division shall decide that boilermakers only may sign for Items 11 and 21 of the Interstate Commerce Commission monthly and annual locomotive inspection and repair reports. It cannot be found that the evidence of record in this case supports the employes' claim.

**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.

The parties to said dispute were given due notice of hearing thereon.

**AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of Second Division

**ATTEST: J. L. Mindling**  
Secretary

Dated at Chicago, Illinois, this 16th day of February, 1939.