

**Award No. 2551
Docket No. 2331
2-CRI&P-EW-'57**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Carl R. Schedler when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, AFL (Electrical Workers)**

**CHICAGO, ROCK ISLAND & PACIFIC RAILROAD
COMPANY**

DISPUTE: CLAIM OF EMPLOYEES:

1. That the carrier violated the controlling agreement Rule 101 on June 12, 1955, by improperly assigning other than Electrical Workers to test, inspect and sign for electrical workers' work on Diesel Electric Engine 372 at Clinton, Oklahoma.

2. That because of this rule violation, the carrier be ordered to pay to the claimant, Mr. B. M. Knight, Electrician, eight hours pay at the applicable overtime rate.

EMPLOYEES' STATEMENT OF FACTS: On or about June 12, 1955, monthly locomotive unit inspection and repair report became due on diesel electric engine 372. (Form MP52.) At this particular time, this diesel electric engine was working at Clinton, Oklahoma, an outlying point 69 miles from El Reno, Oklahoma. No mechanics are regularly employed at Clinton, shop crafts work at this point is handled by sending mechanics from El Reno, Oklahoma. (See Exhibit A.) The carrier sent Machinist E. R. Bowers to Clinton, Oklahoma to perform the machinist work and also to test, inspect and make the necessary repairs to electrical equipment to conform to MP52 report items 10 to 17 inclusive, and to sign his name certifying that he had made the electrical inspections and tests. (See Exhibit B.)

There are electricians regularly employed at El Reno, Oklahoma and electricians were assigned and working on June 12, 1955.

The claim has been handled with carrier officials, all of whom have declined to adjust the dispute. The agreement effective September 1, 1949, as subsequently amended, is controlling.

an isolated point that can be performed by another mechanic under the provisions of Rule 28(c).

Because no merit exists in the employees' claim, and because there is no evidence that the claim was submitted to your Board in accordance with the provisions of Rule 32, we respectfully request your Board to deny the claim.

In event your Honorable Board nevertheless rules the carrier violated the agreement, the penalty, if any, can only be at pro rata rate in accordance with the long-standing procedure of this and other Divisions of the Adjustment Board where claimant performed no actual work.

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.

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

Several rules were cited by the parties in their submissions. It is our opinion that Rule 28(c) is applicable to this dispute. Rule 28(c) provides:

"At small points (defined as a point where not more than fifteen (15) men of all classes are employed) where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as capable, perform the work of any craft that may be necessary.

Interpretation: The proper interpretation of this paragraph (c) is that when on any shift at such a point there is not sufficient work to justify employing a mechanic of any particular craft on that shift, any mechanic of any craft on duty on that shift may be used, so far as he is capable, to perform the work of any other craft that may be necessary to be performed on that shift.

If question is raised as to the amount of work of other crafts being done by mechanics of another craft on any particular shift at any point designated in this paragraph (c), a local check will be made to determine the facts and assignment of men will be made accordingly. Note: Craft performing over 50 percent of work should get the man assigned."

One locomotive is used for yard service at Clinton, Oklahoma, and once a month a machinist is sent from El Reno, Oklahoma, a distance of about sixty-nine (69) miles, to make an MP-52 Inspection. This inspection is required by the Federal Government, and the regulations provide that any competent employee can be designated as an inspector. The claimant, an electrician, maintains that he should have been assigned to perform the electrical inspections and tests.

The record supports the carrier's contention that the machinist was qualified and capable to make all the necessary inspections and tests. The record is silent as to whether over 50 percent of the work was electrical work, so we must presume that it was not. It does not appear to be the practice to send two (2) workmen to an isolated spot to inspect one locomotive when the work can be performed by one mechanic.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION**

**ATTEST: Harry J. Sassaman
Executive Secretary**

Dated at Chicago, Illinois, this 8th day of July, 1957.