

Award No. 2607

Docket No. 2396

2-MP-MA-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Curtis G. Shake when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Machinists)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Missouri Pacific Railroad Company unjustly furloughed Machinists J. A. Miles, N. P. Cartwright and Clyde Gammill at Paragould Roundhouse by virtue of having improperly assigned Carmen to perform the duties thereof—Machinists' work—under the current agreements.

2. That accordingly the Missouri Pacific Railroad Company be ordered to compensate the above named Machinist employees for all time lost since August 1st, 1955.

EMPLOYES' STATEMENT OF FACTS: The Missouri Pacific Railroad Company, hereinafter called the carrier, made the election at the close of shifts effective Monday, August 1st, 1955, to lay off all of the machinists at Paragould Terminal, Arkansas, namely Machinists J. A. Miles, N. P. Cartwright and Clyde Gammill, hereinafter referred to as the claimants, and this is affirmed by the copy of Bulletin No. 62 dated at North Little Rock, Arkansas, July 25, 1955, submitted herewith and identified as Exhibit A.

The carrier likewise elected to abolish positions of car inspectors effective at quitting time July 31, 1955 and which is affirmed by the copy of Bulletin No. 60 dated at North Little Rock, Arkansas, July 25, 1955, submitted herewith and identified as Exhibit B.

The carrier, nevertheless, as the consequences of the aforesaid action, made the election the next day to establish two car inspectors' positions and two relief car inspectors' positions as of August 10, 1955, and which is affirmed by the copy of Bulletin No. 61 dated at North Little Rock, Arkansas, July 26, 1955, submitted herewith and identified as Exhibit C.

form the work of other crafts at points where employes of such other crafts are not employed, in accordance with Rule 26(b) and Article VII, but this is the first time a complaint or claim has been progressed to your Board from this carrier.

All of the other crafts have recognized the right of the carrier to do this, which has been the practice since the railroad first began operation. Said practice was written into the shop crafts agreement in 1922 and carried forward in all subsequent agreements without any change having been requested, although the shop crafts agreement has been revised numerous times.

In view of the facts set forth above, there is no basis for contending there has been a violation of the provisions of the agreements between the parties and the action taken at Paragould is in accordance with practice on this property which has existed since the railroad was built.

This claim should be denied.

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.

For many years the carrier maintained a roundhouse at Paragould, Arkansas, where trip, monthly, quarterly, and annual inspections and medium and running repairs were made to steam locomotives. Between 1941 and July, 1954 the carrier completely dieselized its Memphis Division and in October, 1954, it dismantled and scrapped its roundhouse at Paragould. Effective August 1, 1955, the carrier abolished the two remaining regular and one relief machinists' position at Paragould and increased its force there by one regular and one relief car inspector, resulting in a net increase of one regular car inspector.

The organization contends that the decrease of machinists' work at Paragould was not sufficient to justify the carrier's action and that as a result hereof, carmen are now performing machinists' work, in violation of Rules 26, 52 and 53 of the Agreement. It asks that the carrier be required to compensate the claimants for time lost since August 1, 1955.

It appears that between 1952 and 1954 the number of machinists employed at Paragould declined from 14 to 3. A joint check of the facts shows that prior to the time the two machinists' positions were abolished the occupants were idle more than 6 hours during each shift, and the carrier's own time study disclosed that only 1 hour and 45 minutes of actual machinists' work was performed on each shift.

The burden is on the organization to demonstrate that the carrier's action was unwarranted and the evidence falls short of doing so. There is no evidence that repairs or adjustments of diesel locomotives are being made at

Paragould and the only inspections at that point are of a brief and passing nature, made while the locomotives are being fueled by hostlers. We find nothing in the Agreement that forbids the carrier's action.

AWARD

Claim denied.

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

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 11th day of September, 1957.

DISSENT OF LABOR MEMBERS TO AWARD NO. 2607

The evidence of record in this dispute reveals that the carrier furloughed the three machinists remaining at Paragould, Arkansas.

The work of these three machinists was turned over to mechanics of another craft.

The record further reveals that while the carrier furloughed the three machinists, the force of the craft to which they turned this machinists' work over was increased as of the effective date of the furlough of the three machinists, which the majority concede.

No rule of the agreement in effect between the parties permits the transfer of work from one craft to another.

For the above reasons Award No. 2607 is erroneous and we dissent.

R. W. Blake

Charles E. Goodlin

T. E. Losey

E. W. Wiesner

James B. Zink