

Award No. 3078

Docket No. 2618

2-MP-MA-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: The current Agreement, particularly Rule 52(a) thereof, was violated when Carrier on April 9, 1956, at Osawatomie, Kansas, transferred machinists work, which had for years been performed by the machinist craft, to that of Engine Service employes, that is, the making of inbound inspections of locomotives on Form 2A and the removing of the Form 2A from the engine and filing it in a place designated by the Carrier.

That accordingly the Carrier be ordered to restore to the Machinist craft the work outlined in Paragraph 1, and that the Carrier further be ordered to compensate Machinist Inspector W. D. Cortner for four hour call at the pro rata rate for the above violation.

EMPLOYEES' STATEMENT OF FACTS: The carrier has employed at Osawatomie, Kansas, a large force of machinists on three shifts. On April 9, 1956, the carrier required enginemen to make inbound inspection on Diesels 567, 566B, 565B and 626A. They were required to do so under general order herewith submitted and identified as Exhibit A. Prior to this incident case, machinists have at all times performed the work of making inbound inspections of locomotives, both tying up at the Osawatomie Terminal, and going through to the next terminal.

The general chairman of the enginemen protested the assigning of enginemen to perform this work in his letter dated April 19, 1956, to Mr. T. Short, chief personnel officer, copy submitted herewith and identified at Exhibit B.

This claim has been handled in accordance with the controlling agreement signed September 1, 1949, with the result that the highest designated officer refused to adjust it.

POSITION OF EMPLOYEES: It is the position of the employes that Rule 52(a), herewith quoted in part, was violated on April 9, 1956, when enginemen were required to inspect diesel locomotives at Osawatomie:

of the same form or the entire Form 2A in making their own inspections, following which the items listed thereon are signed for by the machinist making the listed repairs.

During the revision of the shop crafts agreement in 1936, 1939, 1946, 1949, as well as the 1954 revisions, no request or complaint was made concerning the duties which have always been performed by locomotive engineers in connection with locomotives operated by them since the first train was operated on this carrier more than 100 years ago.

No change was made in said practice by the issuance of General Notice No. 7, and requiring the engineers to drop the original of Form 2A in the place provided at the register did not constitute a violation of any agreement nor a change in working conditions under applicable law as that term is understood throughout the industry. No change was made in the requirement that engineers make inbound inspections of locomotives operated by them during their run or tour of duty, as this requirement is an all time practice and does not deprive machinists of work to which they are entitled at Osawatomie or any other point.

All matters contained herein have been the subject of discussion between the parties in conference or through correspondence.

Based upon the matters fully set forth in this submission, there is no basis for this claim at Osawatomie, nor any other point on this property; accordingly, claim must 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.

Parties to said dispute were given due notice of hearing thereon.

The claimant contends that the agreement was violated, particularly Rule 52 (a) thereof, when the carrier transferred machinists' work to Engine Service employes.

The record does not bear this out. On the contrary, the record discloses that since 1921, engineers have been required to make a report concerning the operation of the engine in their charge on what is known as Form 2A.

The only change in this procedure is that the engineer is required to remove Form 2A from the locomotive and deposit it at another place in the terminal.

The record further discloses that the engineer in this instance made no inspection that he is not required to make regardless of whether the machinists also inspected the unit.

Of course once the engine is brought to the mechanical facilities, the machinists take over, and inspect the engine both before and after the repairs have been made. And this is done regardless of the engineer's Form 2A report.

From the record, it is clear that the work here in dispute, now claimed by the machinists, has always been performed by locomotive engineers.

For these reasons the claim must be denied.

AWARD

Claim denied.

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

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 19th day of January, 1959.