

Award No. 2060
Docket No. 1882
2-SP(T&NO)-MA-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 162, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Machinists)**

**SOUTHERN PACIFIC LINES IN TEXAS & LOUISIANA
(Texas and New Orleans Railroad Co.)**

DISPUTE: CLAIM OF EMPLOYEES: 1. That the unilateral action of the Carrier at San Antonio, Texas, in abolishing some 43 Machinists and Machinist Helpers positions in the Round House and Diesel Maintenance Shops, by bulletin on April 1, 1953, effective with the close of business April 2, 1953, and bulletining thirty-five (35) positions to the Machinists and Machinist Helpers on April 1, 1953, as new jobs, without distinction, location, duties and changing rest days was improper.

2. That the carrier be ordered to restore all positions as they were prior to April 6, 1953.

3. That the carrier be further ordered to properly bulletin jobs, designating location, class of work to be performed, etc. in accordance with the rules and practice under the current agreement.

EMPLOYEES' STATEMENT OF FACTS: Prior to April 1, 1953 these and other positions in the San Antonio locomotive shops were bulletined to machinists and machinist helpers in the diesel shop, showing date posted, location, where posted, rest days, by whom vacated, and the expiration date of bulletin, signed by master mechanic.

On April 1, 1953, the carrier posted a bulletin abolishing 43 machinist and machinist helpers jobs in the roundhouse and diesel shop effective April 2, 1953. Twenty-four of these positions had Saturday and Sunday rest days and six had Sunday and Monday rest days.

On April 1, 1953, the carrier posted bulletins 43 to 77 to machinists and machinist helpers. All positions bulletined called for rest days other than Saturday and Sunday or Sunday and Monday.

On April 6, 1953, the carrier posted a bulletin addressed to machinists and machinist helpers making assignments to bulletins 43 to 77—1953, in-

those in Award 962, thus, Award 962 should have no effect as a precedent upon the issues in this case.

The first three paragraphs of Rule 15 of the applicable agreement are identical to Rule 18 of the national agreement of the United States Railroad Administration and has been in effect on this carrier since 1922. This Rule 15 has been construed and applied on this property consistently as requiring that bulletins for new jobs and vacancies set forth only, classification of work hours and days of assignment, assigned rest days, the seniority point, and the expiration date of the bulletin. Such interpretation and application of this rule has been recognized for 27 years, and is in conformity with original interpretation of the same provisions of the old national rule of the United States Railway Administration. Obviously this new contention on behalf of the employes is an attempt to accomplish by an interpretation of this Division, the writing of a new bulletin rule. Such attempts have been repeatedly denied by this and other divisions by the National Adjustment Board.

CONCLUSION

Wherefore, the carrier respectfully requests that the protests of claims herein stated, be in all things 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.

It is our opinion that the action of the carrier in abolishing certain machinists' positions at San Antonio by bulletin and bulletining certain new positions was not, in the instant case, a violation of the effective agreement.

Rule 15, which is the pertinent rule concerning bulletins, does not require that a bulletin show the specific type of work to be performed by a machinist or the exact location within a shop where the work is to be performed. The bulletin rule has been the same on this property since 1922, and has been continually interpreted by the parties as requiring that new jobs or vacancies be bulletined to make known the class of work to be performed, the location of the position, the days and hours of the assignment. When a specific skill is required for which a differential rate is paid, a specific description of the work must be included. Here the carrier has met with those requirements.

This case before us is a result of the transition from steam power to the use of Diesel electric locomotives. The last steam locomotive was serviced at San Antonio only a few months following the bulletining of the jobs in question. The roundhouse was in the process of being retired and dismantled commencing about a month prior to the bulletining.

Following the creation of the new assignments, there was very little repair work done on steam locomotives at San Antonio. The carrier states that the great majority of work was performed on Diesels and that such work was in the nature of running repairs, with all heavy repairs being handled in the Houston General Shop. The work at San Antonio consisted mainly of replacing parts with new parts or with parts which had been overhauled in the Houston General Shop.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 21st day of February, 1956.

DISSENT OF LABOR MEMBERS TO AWARD NO. 2060

In the findings the majority ignores the fact the carrier abolished all dead work positions, while conceding that some dead work remained.

Evidence of record reveals that this was not a case of the carrier **not assigning** dead work forces, since such forces were established in accordance with the express terms of the agreement. This is a case of the carrier **abolishing** the dead work positions while such dead work still existed at San Antonio, Texas; since the record shows that Diesel locomotives remained in the shops from five to nine days, and Rule 56 specifically provides that all work on locomotives that cannot be handled within twenty-four (24) hours is dead work, it is clearly established that the action of the carrier in abolishing these dead work positions and bulletining alleged new positions was in violation of these express terms of the current agreement.

R. W. Blake
Charles E. Goodlin
T. E. Losey
Edward W. Wiesner
George Wright