

Award No. 4622

Docket No. 4588

2-AT&SF-SM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L.-C. I. O. (Sheet Metal Workers)**

**ATCHISON, TOPEKA & SANTA FE RAILWAY CO.
(LOS ANGELES UNION PASSENGER TERMINAL)**

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current Agreement it was improper to assign other than Sheetmetal Workers to make inspections of steam lines, appliances and appurtenances in connection therewith on Diesel Locomotives at the Los Angeles Union Passenger Terminal.

THAT ACCORDINGLY THE CARRIER BE ORDERED TO:

(a) Cease and desist from using others than Sheetmetal Workers to perform this work.

(b) Additionally compensate Sheetmetal Worker L. L. Houk at his established rate in the amount of four (4) hours for each day this work was performed by others than Sheetmetal Workers at the Los Angeles Union Passenger Terminal starting April 3, 1962.

EMPLOYES' STATEMENT OF FACTS: Prior to May 7, 1939 this carrier maintained its own passenger terminal in Los Angeles, California. After a locomotive had completed its scheduled trip it was brought to the carrier's mechanical department repair facility known as the Redondo Junction roundhouse for servicing and repairs. At this roundhouse the position of machinist inspector was filled by members of the machinists' craft in conformity with the provisions of the prevailing agreement. The duties of this machinist inspector were to make a general visual inspection of the locomotive as to its obvious general mechanical condition and make a formal report of mechanical defects found on a report form supplied by the carrier for that purpose. A designated Supervisor then assigned the work in conformity with the various crafts' jurisdiction. This machinist inspector did not make any type of inspection of steam lines and the appliances and appurtenances in connection therewith on the locomotive. Generally, it would have been impossible to do so as the locomotive would have lost its steam pressure long before the inspector had an opportunity to make his required inspection. Even more important is the fact the carrier had two (2) positions bulletined on each shift at the Redondo Junction roundhouse the duties of which consisted solely of making

to which he does not have a vested right. It has been a long recognized principle that it is the responsibility of the carrier to operate as economically as possible within the confines of collective bargaining agreements. In this respect consider the following from Award No. 6944, Third Division, with Referee Messmore, wherein it was stated:

“As stated in Award 6022, there are two principles so well established there is no occasion for citing awards supporting them that must be given consideration in determining the rights of the parties under the confronting facts as we have construed them. The first is that except in so far as it has restricted itself by the agreement the assignment of work necessary for its operation lies within the carrier's discretion.”

The Board should not overlook the fact that on occasions where it is determined that there is sheet metal work to be done at the Union Passenger Terminal, a man from that craft is dispatched to perform it; consequently, there is no violation of the agreement.

In conclusion, the carrier respectfully reasserts that the claim of the employes in the instant dispute is without merit or support under the agreement rules and should be dismissed or denied for the reasons expressed herein.

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 waived right of appearance at hearing thereon.

Item 1 of Appendix B, relied on by the employes, is not applicable because there is here no controversy as to craft jurisdiction comprehended thereby.

The essence of the claim is that in January 1961 the Carrier started turning locomotives on transcontinental passenger trains at Los Angeles Union Passenger Terminal instead of sending them to Redondo Junction shop for servicing. The servicing and changing of such locomotives was transferred to Barstow.

A machinist was then assigned to inspect such locomotives at the Los Angeles Union Passenger Terminal. This is properly work of machinists. After some delays due to steam heat failures, those machinists were instructed to make observation of steam leaks and call sheetmetal workers if any were discovered. No sheetmetal worker has ever been assigned to Los Angeles Union Passenger Terminal.

The fact that locomotive inspection for servicing at Redondo Junction shop has always been done by a machinist and a sheet metal worker does not mean that such a team must be used for the limited type of inspection performed at the passenger station. What was formerly done at Redondo Junction shop is now accomplished at Barstow. The inspection here involved is a different task

which is not reserved to sheet metal workers by the Agreement, so there is no valid basis for this claim.

AWARD

Claim denied.

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

ATTEST: William B. Jones
Chairman

E. J. McDermott
Vice Chairman

Dated at Chicago, Illinois, this 11th day of December, 1964.