

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

Parties to Dispute: (International Association of Machinists and Aerospace Workers
(St. Louis Southwestern Railway Company

Dispute: Claim of Employees:

Time claim for one hour at the pro rata rate of pay for Machinist Inspector H. S. Settle, due to the Carrier violating the controlling Agreement including Rules 34-1, 43 and 100. Additionally, Article III of the September 25, 1964 Agreement due to the Carrier assigning Quality Control Supervisor C. D. Cockrell to inspect switch engine 2489 on March 24, 1981 at Pine Pluff, Arkansas.

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 employes 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.

As indicated in the handling on the property, Locomotive 2489 was inspected by a Machinist upon arrival at the Pine Bluff Locomotive Facility. Following the Machinist's inspection, Quality Control Supervisor C. D. Cockrell prepared a quality control inspection report, on a Quality Control Inspection Report form, noting that some 27 different repairs were needed. Employees Smith and Reberson performed the repairs on items 8, 13 and 20 of this report while employee Cobb performed repairs on item 18.

The Organization contends that the Carrier violated Rule 34, Assignment of Work, Rule 43, Classification of Work, and Article III of the September 25, 1964 Agreement. The Carrier disagrees.

We find, in the very narrow context of this record, when Locomotive 2489 was first inspected by a Machinist upon arrival at the Pine Bluff Locomotive Facility, that the Carrier was entitled to conduct a quality control inspection of the Locomotive subsequent thereto. And, the Carrier certainly has the right to have repairs made on defects which the Quality Control Supervisor finds in his inspection of the Locomotive conducted subsequent to that performed by a Machinist. We find on the limited record before this Board that the Organization has not shown that the Quality Control Inspection in this case was in lieu of the "engine inspecting" reserved to the Machinists' Craft in Rule 43. Therefore we shall deny this claim.

Form 1
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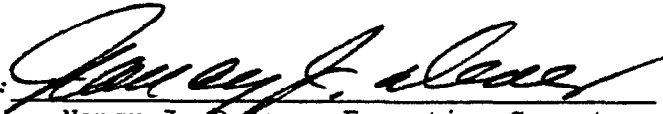
Award No. 10250
Docket No. 9796
2-SLSW-MA-'85

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 30th day of January 1985.