



Award No. 4989

Docket No. 4777

2-AT&SF-SM-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Levi M. Hall when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)**

**THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
(Coast Lines)**

DISPUTE: CLAIM OF EMPLOYES:

That under the current collective Agreement it was improper and in violation of the Sheetmetal Workers' Scope Rule to assign Machinist to install fuel lines from fuel pump to fuel block on diesel engine 2375 at San Francisco, California May 3, 1963.

THAT ACCORDINGLY THE CARRIER BE ORDERED TO:

(a) Cease and desist from using others than Sheetmetal Workers to perform work coming under the scope of the Sheetmetal Workers Contract with this Carrier.

(b) Additionally compensate Sheetmetal Worker C. D. Card at his established rate in the amount of four (4) hours.

EMPLOYES' STATEMENT OF FACTS: Prior to June 23, 1954 the carrier maintained a small seniority point at San Francisco, California. Only light running repair work was performed at this point and the carrier did not maintain a full force of mechanics of the various crafts. This in accordance with provisions of the controlling agreement. Machinists performed whatever necessary sheetmetal workers' work they could perform within their capabilities. If the nature or volume of work was such that machinists assigned to San Francisco could not perform it, the carrier either sent the engine to Richmond, California where a full force of sheetmetal workers is maintained or they sent a sheetetal worker from Richmond to San Francisco to perform necessary sheetmetal workers' work.

On June 23, 1954 the carrier and System Federation No. 97 entered into an agreement providing for the consolidation of seniority rosters at San Francisco, Oakland and Richmond, California. With the exceptions herein-after referred to these points would all be considered one seniority point.

As will be seen from the following from the general manager's letter of July 26, 1963 to the general chairman, the above is not a correct statement of fact:

"The circumstances are that on February 15, 1963, the machinist position, which was the only metal crafts position employed at San Francisco, was abolished and thereafter the machinist from Richmond has been sent to San Francisco on Saturday and Sunday of each week to inspect and perform any necessary mechanical work on diesel locomotives working there. A machinist is also sent to San Francisco one day per month to make monthly inspection. A carman employed at San Francisco, Monday through Friday, handles necessary work on locomotives on those days."
(Emphasis ours.)

The carman referred to above is represented by the Brotherhood Railway Carmen of America, which is one of the organizations signatory to the June 23, 1954 agreement and there was, therefore, a mechanic of one of the crafts comprising System Federation No. 97 working at San Francisco, Monday through Friday and he was and is properly used under the provisions of Rule (29b), previously quoted herein, to handle the necessary work, including sheet metal work, on locomotives on those days. This is further evidence that it is unnecessary to send a sheetmetal worker from Richmond to San Francisco to perform work on any day of the week.

Since the carrier has clearly shown that the practice complained of is permissible under Rule 29(b) of the general agreement and is in accordance with the agreed interpretation of the June 23, 1954 Memorandum of agreement, it would be remiss if it sent unnecessary personnel from Richmond to San Francisco to handle work which can be performed by one man. The principle that a carrier has an obligation to operate its property as economically as possible as long as it does so within the framework of the collective bargaining agreement has been upheld by numerous awards of the several divisions of the National Railroad Adjustment Board and this carrier respectfully requests that the Second Division recognize that principle in the instant case by rendering a denying award.

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.

On June 21, 1954, System Federation No. 97 and the Carrier entered into an Agreement to consolidate the Seniority of the employes at Richmond, Oakland and San Francisco, California, into one Seniority point. A sheet metal worker had not been employed at San Francisco and, in compliance with Rule 29(b) of the controlling Agreement, any work which required a Sheet Metal Worker was performed by a Machinist who was em-

ployed at that point. The work at San Francisco decreased to such an extent that the employment of a Machinist was no longer justified and the position was abolished at the close of work, February 15, 1963; thereafter, the Machinist's work at San Francisco was handled Monday through Friday each week by two car repairers represented by the Brotherhood of Railway Carmen. The Carrier sent a Machinist from Richmond to San Francisco each Saturday and Sunday to inspect and perform whatever was necessary on diesel locomotives on those days.

Claimant contends that on May 3, 1963, in violation of the consolidation agreement of June 21, 1954 and 29(b) of the Shop Crafts' Agreement, the Carrier improperly sent a Machinist from Richmond to San Francisco to install a fuel line from the fuel pump to fuel block on a diesel engine which was the work of Sheet Metal Workers under their agreement.

Carrier maintains that the issues presented here is purely factual, that a Machinist stationed at Richmond was sent from there to San Francisco on Friday, May 3, 1963, to make the regular monthly Federal inspection on a diesel locomotive which inspection could not have been made by one of the Car repairers who was on duty at San Francisco; that, incident to the inspection, the Machinist found the fuel line from the fuel pump to the engine was leaking and replaced it with a new fuel line, an operation which required approximately thirty minutes to perform.

Nowhere in the record was it denied by Claimant that the Machinist was sent to San Francisco on a Federal inspection. We must, therefore, conclude that, since the work of making the Machinist Federal inspection of the diesel locomotive was work that could not be performed by a Carman, a Machinist was sent from Richmond on May 3, 1963 to make the inspection. Incidental to the inspection, he found the fuel line leaking and replaced it with a new one; just as he would have done had he been regularly assigned to work at San Francisco Monday through Friday. The handling was in full accord with the agreed upon practice for handling the work at San Francisco and with the provision of Rule 29(b) of the Shop Crafts Agreement.

(See Awards 4233 - Johnson; Awards 4620 and 4622 - Whiting).

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 18th day of November, 1966.