

Award No. 5613

Docket No. 5390

2-MP-MA-'68

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee George S. Ives when award was rendered.

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Missouri Pacific Railroad Company violated the controlling agreement when other than machinist applied four belts to a large air compressor at the Chevrolet Plant, Kansas City (Leeds), Missouri on February 16, 1966.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Machinist M. Silsby in the amount of 2 hours, 40 minutes at the punitive rate for February 16, 1966 as he was available to perform this work had he been called.

EMPLOYEES' STATEMENT OF FACTS: The Missouri Pacific Railroad Company, hereinafter referred to as the Carrier, maintains large mechanical inspection and repair facilities at the point of Kansas City where Machinists and other skilled craftsmen represented by System Federation No. 2 are employed. Among the Machinists employed at this point by the Carrier is M. Silsby, who shall hereinafter be referred to as the Claimant. The Claimant's assigned hours are 4:00 P. M. to 12:00 Midnight. He was next to be called and was available to perform the work.

On Wednesday morning, February 16, 1966, the air compressor used in the Leeds car inspection yard failed due to drive belts breaking and remaining belts being insufficient to properly operate the compressor. Carman George Hendricks was ordered to make the repairs. These repairs constituted loosening the four bolts holding the drive motor to its base, shifting the motor with bars toward the compressor, removing protective shields, retracting the adjusting bolts, removing old belts and replacing with new belts, realigning the drive sheave of the motor with the sheave on the air compressor, bolting the motor securely to its base, adjusting the motor for proper tension on belts, replacing protective shields and testing compressor for proper operation.

"At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as hereinafter provided and pending the disposition of the dispute the carrier may proceed with or continue its designation.

Existing rules or practices on individual properties may be retained by the organizations by giving a notice to the carriers involved at any time within 90 days after the date of this agreement."

The rule is clear that the mechanic or mechanics employed at a point where there is not sufficient work to justify employing a mechanic of each craft may perform the work of any craft not having a mechanic employed at that point. Only carmen are employed at Blue Yard. Since carmen are the only mechanics employed at Blue Yard, they may perform the work of any of the other crafts. This obviously includes the work of machinists. Since the carmen successfully replaced the belts on the air compressor, there can be no doubt that the carman was capable of doing this relatively simple routine maintenance task. Although the air compressor at Blue Yard is fairly large, the principle of replacing the belt is the same as replacing the belts on an automobile. Any neighborhood filling station attendant with any mechanical skill can replace belts satisfactorily. Carmen working on the repair track are quite familiar with the air compressor and are quite capable of changing the belts.

The Employees contend that a machinist should have been taken away from his other duties and sent from the diesel facility at Neff Yard to Blue Yard to perform this work. The classification of work rules upon which the Employees rely do not require the Carrier to send a mechanic from the point where employed to other points to perform work of his craft if mechanics are employed at such points. No machinists are employed at Blue Yard and the Employees have not so contended.

As stated above, the carman at Blue Yard can perform the work of any craft as provided in Rule 26(b) as amended by Article IV of the Agreement of September 25, 1964. There is no basis for the claim that a machinist should have been sent to Blue Yard to perform the work in dispute. It follows that the claim should be declined.

All matters contained herein have been the subject of correspondence and/or conference.

(Exhibits not reproduced.)

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.

On February 16, 1966, an air compressor at Carrier's Leeds car inspection yard (Blue Yard) in Kansas City, Missouri failed because of broken drive belts, which were replaced by a carman on duty. The necessary repairs involved work normally performed by members of the Machinist craft. Petitioner contends that a machinist employed within the Kansas City seniority district should have been called to perform the disputed work because all of Carrier's facilities located in Kansas City constitute a single "point" in which both machinists and carmen are regularly assigned, and that machinists hold seniority throughout the entire Kansas City area.

Carrier avers that under Rule 26(b) of the June 1, 1968 Agreement, as amended by Article IV of the National Agreement dated September 25, 1964, the Leeds Yard (Blue Yard) is a separate "point" at which no machinist is regularly assigned, and that it was proper to use a regularly assigned Carman to perform the disputed work as carmen are the only mechanics employed at said yard. Rule 26(b) provides as follows:

"(b) At points where there is not sufficient work to justify the employing a mechanic of each craft the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. * * *"

Petitioner insists that Rule 26(b) is inapplicable as a single seniority roster encompasses the Kansas City district, and that machinists should be considered as employed at the Leeds Yard, even though none are regularly assigned exclusively to said yard. It is undisputed that machinists regularly perform maintenance work throughout the Kansas City district and that a machinist is regularly assigned to Carrier's service truck for such purposes, including maintenance work at the Leeds Yard.

The fundamental issue for determination is whether the various work locations in the Kansas City seniority district, such as the Leeds Yard, collectively constitute a single "point" or are to be considered separate "points" in the application of Rule 26(b) as amended by Article IV of the Agreement of September 25, 1964.

The word "point" connotes a particular place having a definite position or situs. Although machinists have regularly performed work at the Leeds Yard, there apparently has been insufficient work there to merit the full time employment of a machinist at this location. Prior Awards of this Division have held that the burden is upon the Petitioner to establish through competent evidence that a Carrier's entire operation within a large metropolitan area constitutes a separate "point" even though all positions therein are filled from a single seniority roster. Awards 4620, 4962, and 5168.

In the instant case, breakdown of equipment occurred when no machinist was immediately available to make repairs which Carrier contends was necessary to avoid delay. To alleviate the situation, the only mechanic on duty at Leeds, a carman, was used to perform the necessary repair work, and Carrier's action under the circumstances cannot be described as a deliberate attempt to circumvent the applicable Agreement.

Petitioner has offered no probative evidence concerning prior practice under similar circumstances and the applicable Agreement contains no definition of the term "point." Accordingly, we must conclude that Petitioner has failed to establish that the Leeds Yard should not be considered as a separate "point" at which no machinist is regularly assigned on a full time basis. Hence, the claim will be denied. Award 5168.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 19th day of December, 1968.