

**Award No. 6110**  
**Docket No. 5963**  
**2-MP-CM-'71**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Jesse Simons when award was rendered.

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**PARTIES TO DISPUTE:**

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

**MISSOURI PACIFIC RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That the Missouri Pacific Railroad Company violated the controlling agreement when they arbitrarily assigned other than carmen (machinists) to repair cab seat in diesel unit No. 1261 at the Greater Little Rock Terminal on March 21, 1969.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Locomotive Carpenter E. A. Scharfenberg in the amount of four hours (4') at the pro rata rate for March 21, 1969, as he was available and should have been called to perform this work.

**EMPLOYEES' STATEMENT OF FACTS:** The Missouri Pacific Railroad Company, hereinafter referred to as the carrier, maintains the Greater Little Rock Terminal at Little Rock, Arkansas, which includes the Little Rock Union Station Property and the North Little Rock Diesel Facilities, which are located across the Arkansas River from Little Rock, which is one point with one seniority roster since the consolidation of seniority rosters effective July 1, 1958, and carmen of all classes are employed at this point on all three shifts. However, on March 21, 1969, Machinist T. Burkes repaired the cab seat in diesel unit No. 1261 which was located in the diesel facilities, which is referred to as the service track and located in the middle of the Greater Little Rock Terminal at North Little Rock, Arkansas. Locomotive Carpenter E. A. Scharfenberg, hereinafter referred to as the claimant, was on duty and available to perform this work which comes within the scope of Carmen's Classification of Work Rule 117, and when the carrier arbitrarily assigned this work to other than carmen they violated the agreement as well as Letter of Understanding of May 1, 1940, wherein the carrier agreed not to arbitrarily transfer work from one craft to another.

This matter has been handled up to and including the highest designated officer of the carrier who has declined to adjust it.

of the Arkansas River in Little Rock were on the same seniority roster as the machinists in the Pike Avenue diesel facility. The carrier continued to employ electricians at the Union Depot to repair air conditioning on passenger cars laying over at Little Rock and to be available to check air conditioning on cars in trains passing through Little Rock. The electrician employed at the Union Depot was also used to inspect the diesel locomotive on one of the passenger trains during its station stop at Little Rock. The machinists claimed a machinist should have been sent from the Pike Avenue facility to the Union Depot to inspect the diesel locomotive.

In denying the claim on behalf of the machinist, your Board commented on certain other defenses in the claim but held that Rule 26 is not inconsistent with the established practice of having the electrician inspect the diesel locomotive. In the same way, the practice of having the machinist who is assigned to inspect and maintain diesel locomotives in the Little Rock Terminal away from the Pike Avenue diesel facility is not inconsistent with Rule 26. The mechanic performs all of the work in connection with the repair and maintenance of such diesel locomotives including, as in this case, replacing the missing screws in the engineer's seat.

The work in this case was quite simple. It did not require the specialized skill of a mechanic of a particular craft. The engineer's seat in a diesel locomotive is secured to the floor by pedestal. The seat is secured to the pedestal by screws which, in this case, apparently had vibrated loose and fallen out. The machinist simply replaced the screws which any mechanic could perform. Such work is not peculiarly that of carmen and is not specified in the Carmen's Classification of Work Rule. The work has not been contracted exclusively to carmen and may be performed by mechanics of other crafts as in this case.

Furthermore, the work is so trivial that the performance of the work in any event cannot form the basis of a time claim. A machinist was in the area of East Little Rock and was dispatched by radio to determine the reason for the complaint from the engineer concerning the seat. Upon determining the difficulty it was a very simple matter to replace the missing screws.

There is no basis under the rules for a claim on behalf of a locomotive carpenter employed in the Pike Avenue diesel facility. The work was properly performed by the mechanic assigned to the work of inspecting and maintaining diesel locomotives in the Greater Little Rock Terminal away from the Pike Avenue diesel facility. It follows that the claim for a call because the locomotive carpenter was not sent to East Little Rock is not supported by the rules and should be 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.

Parties to said dispute waived right of appearance at hearing thereon.

The claim in the instant case is in all basic respects similar to that presented and disposed of in Award 6008, namely, the parties are the same, the work location is the same, and above all, the issues in dispute are the same, with the sole exception that the work involved was that of repairing of a cab seat of a diesel locomotive. Despite this variation, it is found that the matters and issues in the instant case are identical with those raised and disposed of in the Award issued in Award 6109. Therefore the instant claim is denied.

**AWARD**

Claim denied.

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

**ATTEST: E. A. Killeen**  
Executive Secretary

Dated at Chicago, Illinois, this 21st day of April, 1971.