

Award No. 6135

Docket No. 5940

2-MP-CM-'71

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee William H. McPherson when award was rendered.

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 (machinist) to remove and replace window awning in diesel unit No. 1091 at the Greater Little Rock Terminal on January 8, 1969.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Carman R. J. Collins in the amount of two hours, forty minutes (2' 40") at the punitive rate for January 8, 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 January 8, 1969, Machinist Newberry removed and replaced window awning in diesel unit No. 1091 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. Carman R. J. Collins, 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.

tion where three seniority rosters had been merged. In that case your board held in part,

"The seniority rosters of the three work locations were merged by the Memorandum, but the work locations were not, and they continued to be separately maintained as such."

In that docket electricians filed a claim because machinists changed a diesel locomotive cab heater core at a point known as China Basin in the Terminal Division. Your board rejected the employes' argument that a machinist should have been sent to China Basin in connection with changing out the heater core.

In the same way, the 400 yard diesel servicing facility has been separately maintained since it was first placed in operation. Locomotive carpenters have never been employed at that facility. It is a separate point and the mechanics employed at that point perform the work of other crafts so far as they are capable of doing so. Under the provisions of rule 26(b) as amended by Article IV of the agreement of September 25, 1964, the carrier was fully justified in having a machinist employed at the 400 yard diesel servicing facility replace the damaged awning in question.

For the reasons fully stated, the claim is not supported by the schedule agreement 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.

Carrier maintains at its Greater Little Rock Terminal a diesel repair facility, a diesel servicing facility some two miles distant, and a spot repair track some three-fourths of a mile from the servicing facility. On January 8, 1969, a Machinist at the servicing facility removed a damaged metal awning on a diesel unit and attached a new one. Such work is often done by carmen. Carmen were on duty at the repair facility and the spot repair track, but no Carman is employed at the servicing facility.

The Organization contends that the replacing of the damaged awning is exclusively Carmen's work, and that the Claimant, who was working at the spot repair track, should have been called to make the replacement. It emphasizes that the Carmen seniority rosters at these locations were merged in 1958, and contends that the servicing facility is not a separate "point" within the meaning of Rule 26(b), which reads in pertinent part (as amended by Article IV of the September 25, 1964, Agreement) as follows: "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."

Carrier contends that the work involved is not contracted exclusively to Carmen and that the servicing facility is a separate "point" within the meaning of Rule 26(b).

Our Award 6008 is controlling in the present case. It involved the same two issues, the same Parties, and the same general location. The differences in that case were that the work involved the replacement of a defective water cooler instead of a metal awning, that the work was performed by Electricians instead of a Machinist, and that the Claimants were employed at the repair facility rather than the spot repair track. These differences are unimportant to the present decision. Our findings on both issues are the same as in Award 6008 and for the same reasons there set forth.

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.