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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6341
Docket No. 6164
2-SLSF-SM-'72

The Second Division consisted of the regular members and in addition Referee Robert G. Williams when award was rendered.

Parties to Dispute: (System Federation No. 22, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Sheet Metal Workers)
(
(St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

1. That the Carrier violated the current agreement, particularly Rules 31(a), 94 and 98 at Springfield, Missouri when A. L. Crews, Diesel Supervisor, improperly assigned himself the duty of disconnecting sand hose and air pipes on truck of Diesel Unit 822 on June 14, 1970 at Crocker, Missouri.
2. That accordingly the Carrier be ordered to additionally compensate Sheet Metal Worker Bob Altic in the amount of eight (8) hours at pro rata rate of pay.

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.

After attempts to temporarily repair a Diesel locomotive failed, the Carrier sent a derrick to remove and replace the engine truck with a "dummy" truck. The Carrier's Diesel Supervisor oversaw this job and in the process actually disconnected four sand hoses. This disconnect work required a total of some eight minutes.

The Claimant's contend that the work involved in this dispute is included in Rule 94, Classification of Work. This rule provides that "connecting and disconnecting of air . . . pipes" is recognized as Sheet Metal Workers work. If this was the only issue in this case, the claim would be sustained.

Rule 94, however, is limited by Rule 98. Rule 98 provides that Sheet Metal Workers will be sent to outlying points for work, "but not for small, unimportant running repair jobs." In this case the work in dispute took only eight minutes to perform. Such a time period shows the work was a small job and, therefore, the Carrier was not required to send a Sheet Metal Worker to this outlying point.

The Claimant's contention that a Supervisor is prohibited from doing this work is without merit. Rule 31 (a) and (b) provide that foremen and other supervisors are not prohibited from performing work in the exercise of their duties. Rule 31 (d) also provides that "incidental work" may be performed by mechanics of other crafts. Given these specific provisions of Rule 31 on the Assignment of Work a majority of this Board believes the Supervisor's performance of eight minutes work did not involve a contract violation.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 7th day of July, 1972.