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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

Award No. 6377  
Docket No. 6225  
2-MP-SM-'72

The Second Division consisted of the regular members and in addition Referee Irving T. Bergman when award was rendered.

Parties to Dispute: ( System Federation No. 2, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Sheet Metal Workers)  
(  
( Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Carrier violated the current agreement, particularly Rules 26A, 96 and 97 at Kansas City, Missouri when they improperly assigned Machinist Piburn the duty of closing all valves and disconnecting air hose between Engines 1237 and 1245, on July 2, 1970.
2. That accordingly the Carrier be ordered to additionally compensate Sheet Metal Worker W. R. Miller in the amount of four (4) hours at the punitive rate of pay.
3. In addition to the money amounts claimed herein, the Carrier to pay Claimant an additional amount of 6% interest compounded annually on the anniversary date of this claim.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 is made to compensate a sheet metal worker because Carrier violated Rules 26(a), 96 and 97 of the Agreement by improperly assigning a machinist to close valves and disconnect air hoses between Diesel Engines at the Kansas City Yard. The contention is that Rule 97 includes, for sheet metal workers, the connecting and disconnecting of air pipes which the Organization defines to include hoses.

Among the reasons given by the Carrier for rejecting the claim, is the contention that in an outlying part of the yard where no sheet metal workers are regularly assigned, the regularly assigned machinist can connect and disconnect

air hoses: He can perform the sheet metal workers task which does not involve maintenance and repair; that it would be impossible to send workers from the shops to the yard for each and every small job, Employees' Submission Exhibit 7, and Carrier's Submission p.6.

This Division has recently denied a claim between the same parties on the same issue, Second Division Award No. 6371. In that case the regularly assigned machinist at an outlying point disconnected a fuel line on a Diesel Engine, brought it to the sheet metal workers at the shop to fabricate a replacement and returned to the Engine to connect the new fuel line. This added fact and the reasoning set forth in the prior Award should make clear the result reached in this case.

Relying also on Second Division Award No. 6194 which involves the same circumstances as in this case, it should not be necessary to explore the detailed arguments set forth in this Record. We refer also to Second Division Award No. 4963, Third Division Award No. 2589 and First Division Award No. 16814 which reject as precedent or binding commitments, settlements made on the property by local officials.

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 28th day of September, 1972.