

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: (Sheet Metal Workers International Association
(Southern Pacific Transportation Company

Dispute: Claim of Employees:

- (1) That Carrier violated Rules 33 and 77 of the current Motive Power and Car Department Agreement on June 11, 1981 when work coming under Rule 77 was arbitrarily assigned to employees other than Sheet Metal Workers.
- (2) That Carrier has acknowledged the violation as claimed.
- (2) That Carrier pay claimant 8 hours pay at overtime rate as claimed.

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 employees 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 Machinist Organization, a third party at interest, was notified of this dispute and determined that no response was necessary.

This dispute is similar to that involved in Award No. 10099 in that four Machinists were assigned to couple multiple unit hoses in making up a train consist and performing an air test. The Carrier states that this work took approximately ten minutes for each of the four Machinists. Allegations that the Machinists performed other related work is in dispute between the parties.

There is no dispute that such work should properly be assigned to Sheet Metal Workers. The Carrier conceded this during the processing of the claim. Two Sheet Metal Workers normally available for such work on the second shift (2:30 p.m. - 10:30 p.m.) were not used, as one was on vacation and another assigned to other work. A third Sheet Metal Worker was assigned in the area at 7 p.m., after completion of the work by the Machinists.

As in Award No. 10099 the Carrier is correct that an offer of settlement made during the claim processing rejected by the Organization, should not be considered by the Board. However, improper assignment of work to another craft is not a de minimis matter. Payment to the available Sheet Metal Worker on his rest day is proper. The Board finds that, under the circumstances, a minimum of four hours' pay at straight time rate is appropriate.

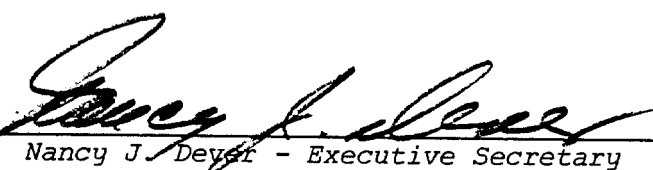
During the claim processing, reference to possible violation of the Vacation Agreement was raised. Such, however, was not cited in the original claim and need not be considered here.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 16th day of January 1985.