

Award No. 6008
Docket No. 5864
2-MP-CM-'70

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Gene T. Ritter 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 (electricians) to remove and replace water cooler in diesel unit No. 1270 at the Greater Little Rock Terminal on June 20, 1968.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Locomotive Carpenter E. R. Mateer and L. H. Perry in the amount of two hours, forty minutes (2' 40") each at the punitive rate for June 20, 1968, as they were 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 June 20, 1968, the third shift foreman instructed Electricians Plumlee and Leweyellen to remove and replace water cooler in diesel unit No. 1270 which was located in the diesel facilities, which is referred to as the running facilities where running repairs are made, and located in the train yard about one (1) mile from the spot rip track. Locomotive Carpenters E. R. Mateer and L. H. Perry, hereinafter referred to as the claimants, were 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.

AS TO THE MERITS

It is the position of the carrier that mechanics on duty at the diesel servicing facility at North Little Rock were properly used to replace the defective electric water cooler and that locomotive carpenters at the diesel shops have no basis for a claim. This will become more apparent as we explain the physical layout at North Little Rock.

Some years ago the carrier constructed a new electronic hump yard north of the old yard at North Little Rock. In connection with the new electronic hump yard, the carrier constructed a new diesel servicing facility known as the 400 Yard adjacent to the hump yard. The diesel servicing facility was constructed to permit servicing (supplying with fuel, sand and water) and making daily inspections on units which did not require maintenance or repair work.

Prior to the construction of the new electronic hump yard, all diesel units were brought to the old diesel servicing facility or the diesel shop some two miles from the new facility. The diesel shop where maintenance and repair work on diesel units is performed remains intact. Any diesel unit which requires more attention than can be performed at the servicing facility near the hump yard is brought to the diesel shop.

Employees of all of the crafts are employed in the diesel shop where all types of repairs on diesel locomotives can be made, including changing out the diesel engine, traction motors and compressors, in other words, any and all of repairs to diesel locomotives. Locomotive carpenters are employed in the diesel shop to perform work on the body of the cab such as replacing broken glass, defective door locks and repairing interior panels in the cab of the diesel.

In contrast to the full complement of mechanics at the diesel shop, a minimum number of mechanics are employed at the diesel servicing facility adjacent to the hump yard. Laborers supply the locomotives and only those mechanics are employed who are necessary to make the daily inspections and perform the other work required to return the units to service. In this case electricians on duty on the third shift at the diesel servicing facility replaced the defective electric water cooler. The claim is based on the theory that a locomotive carpenter should have been brought from the diesel shop over two miles away to perform the work of loosening the tie down bolts, removing the defective water cooler and replacing it with another electric water cooler bolting it in place in the cab of the diesel.

There is no basis for the claim that the agreement was violated when two electricians replaced the electric water cooler. The work was performed by mechanics on duty at the diesel servicing facility. The employees have cited no rule which requires the carrier to bring locomotive carpenters from the diesel shop to the diesel servicing facility to perform this work.

For the reasons stated, the Employees have failed to cite any rule which supports their claim and, therefore, the claim 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 the Greater Little Rock Terminal at Little Rock, Arkansas, which includes a diesel shop where maintenance and repair work on diesel units is performed and some two miles away a diesel servicing facility known as the 400 Yard. The diesel servicing facility was constructed for the purpose of supplying fuel, sand and water and for the further purpose of making inspections on units not requiring maintenance or repair work. On June 30, 1968, Diesel Unit 1270 upon arrival at the diesel servicing facility reported a defective electric water cooler. Two Electricians replaced the defective water cooler. The Organization contends that this type of work is customarily performed and recognized as Carmen's work and that no other crafts make claim to this work. No Locomotive Carpenters are employed at the servicing facility. However, Locomotive Carpenters are employed at the diesel shop. The question to be resolved in this case is whether or not Locomotive Carpenters should have been sent from the diesel shop to the servicing facility where this particular work was performed. The Organization further maintains that Rule 117 of the Agreement confers this work exclusively to Carmen. However, a close examination of Rule 117 (Classification of Work Rule) reveals that it does not specifically set out the work performed in this case; therefore, the burden is on the Organization to prove that they (Carmen) have customarily, historically and traditionally performed this work exclusively on a system-wide basis. See Awards 5031 (Weston); 5525 (Dugan); and 5928 (Dorsey). The Organization also contends that the diesel yard and the servicing facility are under one seniority district and constitute a single "point." This contention has been dealt with in Award No. 5613 (Ives), as follows:

"The word 'point' connotes a particular place having a definite position or situs. Although machinists have regularly performed work at the Leeds Yard, there apparently has been insufficient work there to merit the full time employment of a machinist at this location. Prior Awards of this Division have held that the burden is upon the Petitioner to establish through competent evidence that a Carrier's entire operation within a large metropolitan area constitutes a separate 'point' even though all positions therein are filled from a single seniority roster. Awards 4620, 4962, and 5168."

Under Award 5613, *supra*, the diesel servicing facility is a separate "point" from the diesel shop.

The fact that the servicing facility is located within the North Little Rock Terminal, where there is a consolidated seniority roster covering the entire terminal, does not constitute the servicing facility as the same "point" as the diesel shop. See Award No. 5168 (Weston).

Therefore, there having been no evidence that a Locomotive Carpenter has ever been regularly employed at the service facility, and there being no evidence of exclusivity of this particular work by Carmen, this claim will be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 8th day of October, 1970.