

Award No. 6099

Docket No. 5915

2-MP-CM-'71

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Don J. Harr when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (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 (machinists) to remove and replace door handle in diesel unit #278 at the Greater Little Rock Terminal on January 16, 1969.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Carman G. W. Smith in the amount of two hours, forty minutes (2'40") at the punitive rate for January 16, 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 16, 1969, Machinists Perrymore and Fields removed and replaced door handle in diesel unit #278 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 G. W. Smith, 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.

The agreement of June 1, 1960, as amended, and the letter of understanding of May 1, 1940, are controlling.

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 defective door handle.

The claimant in this case is a carman employed at the spot repair track. The local chairman in declining the master mechanic's decision argued that the claimant was on duty and available to perform the work. The claim is, therefore, a claim for a call on behalf of an employee on duty. There is no basis for a monetary claim for an employee on duty who lost no time and suffered no wage loss in any event.

For the reasons stated, the claim is not supported by the rules and is entirely lacking in merit. The claim should be declined.

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.

Carrier maintains the Greater Little Rock Terminal at Little Rock, Arkansas, which includes a diesel shop where maintenance and repair work is performed and across the Arkansas River in North Little Rock a diesel servicing facility known as the 400 Yard. On January 16, 1969, Diesel Unit 278, upon arrival at the 400 Yard diesel servicing facility, was found to have a defective door latch. Mechanics on duty at the diesel servicing facility replaced the defective door handle. The Organization contends that the work in question is reserved to Carmen under the Carmen's Classification of Work Rule 117 and the letter of understanding of May 1, 1970.

We find that the identical issues and rules have been before the Division on several occasions.

Second Division N.R.A.B. Award No. 6008 (Ritter) states:

"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."

See also Second Division Awards 5618, 5962, 5346, 6009, and 6010.

The 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 17th day of February 1971.