Award No. 6109
Docket No. 5956
2-MP-CM-'71

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Jesse Simons when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO (Carmen)

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Missouri Pacific Railroad Company violated the controlling agreement when they arbitrarily assigned other than carmen (machinist) to repair door lock on diesel unit No. 807 at the Greater Little Rock Terminal on March 14, 1969.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Locomotive Carpenter L. D. Burns in the amount of four hours at the pro rata rate for March 14, 1969, as he was available and should have been called to perform this work.

EMPLOYES' 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 March 14, 1969, Machinist W. C. Toombs repaired door lock in diesel unit No. 807 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. Locomotive Carpenter L. D. Burns, 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.

department, as well as the employes at the Union Depot at Little Rock were merged some years ago. The 400 Yard diesel servicing facility was constructed and has been maintained as a separate work location. Locomotive carpenters have never been employed at that facility. It is a separate point and the mechanics employed at that point perform the work of other crafts so far as they are capable of doing so. Under the provisions of Rule 26(b) as 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.

A similar claim is before your Board in Docket No. 5915. In that case, a machinist at the 400 Yard replaced a defective door handle. A claim was filed on behalf of a carman on duty at the spot repair track. In this case, the claim was filed on behalf of a locomotive carpenter at the Pike Avenue diesel facility. The inconsistency of the claims illustrates the lack of rule support for the claims. The employes are simply selecting some employe on whose behalf to file a claim without rule support for selecting that employe.

The inconsistency is further illustrated by the employes' argument in this docket that employes of the carmen's craft were on duty at the spot rip and in the train yard yet the claim is on behalf of a locomotive carpenter at the Pike Avenue diesel facility. The obvious answer is neither claim is supported by the rules.

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 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.

This claim is in all basic respects similar to that presented in, and disposed of in Award 6008, namely the parties are the same, the work location is the same, and above all, the issues in dispute are the same, with the sole exception that the instant claim involves repairing a cabin door lock of a diesel locomotive, which is not sufficient to justify distinguishing this from that decided in Award 6008.

The claim is denied because of the grounds above, and pursuant to the prudent postulate set forth in Third Division Award 10911, namely:

> "When the Division has previously considered and disposed of a dispute involving the same parties, same rule and similar facts presenting the same issue as is now before the Division, a prior decision should control. Any other standard would lead to chaos.

. . . in the absence of any showing that (previous) Awards are patently erroneous (and no such showing was made) we must follow them. . . ."

For all the above reasons, the claim is denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 21st day of April, 1971.

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