Award No. 6121
Docket No. 5984
2-MP-CM-'71

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Francis X. Quinn 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 engineer's seat in diesel unit No. 1257 at the Greater Little Rock Terminal on January 9, 1969.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Locomotive Carpenter E. A. Scharfenberg in the amount of two hours, forty minutes (2' 40") at the punitive rate for January 9, 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 January 9, 1969, a machinist repaired engineer's seat in diesel unit No. 1257 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 E. A. Scharfenberg, 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.

other claims involve replacing the engineer's seat. These claims spread over a considerable amount of time illustrate the fact that there is practically no work for a locomotive carpenter at the servicing facility. None of these situations involve actual repairs to defective equipment. The volume of work simply does not justify the employment of a locomotive carpenter at the servicing facility.

As we have seen above, the work in dispute does not fall within the Carmen's Classification of Work Rule. Such work has not been contracted to the carmen's craft. This is work which a machinist may perform at any location as an incidental part of his duties of inspecting diesel units. The claim should be declined for that reason.

Without waiving the foregoing defense to this claim, we have, nevertheless, shown that the 400 Yard Diesel Servicing Facility at North Little Rock is a separate work location from the Pike Avenue Diesel Facility. No locomotive carpenters are employed at that work location and mechanics employed at that work location may perform the work of any craft not having a mechanic employed at that point. Since there is not sufficient work to justify employing locomotive carpenters at the servicing facility, mechanics employed at that point, including machinists, may perform the work of the carmen's craft. It follows that the claim on behalf of a locomotive carpenter at Pike Avenue Diesel Facility is not supported by the rules and is lacking in merit and 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.

The issue in this dispute is identical to the dispute decided in Award No. 6120. Therefore, this claim will be denied for the same reasons as outlined in said Award No. 6120.

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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