



Award No. 6163
Docket No. 6006
2-T&P-SM-'71

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 121, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)**

THE TEXAS AND PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Texas and Pacific Railway Company violated the controlling agreement, particularly Rules 21(a), 63 and 66, when on February 4, 1969, other than Sheet Metal Workers were assigned installation of fuel pump on Engine 196 at Waco, Texas.

2. That accordingly, the Texas and Pacific Railway Company be ordered to compensate Sheet Metal Worker D. E. Black for two and two-thirds (2 $\frac{2}{3}$) hours at the time and one-half rate for such violation.

EMPLOYES' STATEMENT OF FACTS: At Fort Worth, Texas, the Texas and Pacific Railway Company, hereinafter referred to as the carrier, maintains a diesel facility known as the Lancaster Diesel Shop.

On February 4, 1969, between the hours of 4:30 P. M. and 10:30 P. M., Foreman, F. W. McCracken, improperly assigned Machinist M. D. Couch the duty of traveling to Waco, Texas, to disconnect and connect fuel oil lines on Engine No. 196.

Under date of February 19, 1969, claim was filed with Terminal Master Mechanic, C. H. Cavinee, for two and two-thirds (2 $\frac{2}{3}$) hours at the punitive rate for Sheet Metal Worker D. E. Black.

This dispute has been handled with all officers of the carrier designated to handle such disputes, including carrier's highest designated officer, all of whom have declined to make satisfactory adjustment.

The agreement effective September 1, 1949, as subsequently amended, is controlling.

POSITION OF EMPLOYES: It is submitted that the carrier has breached the provisions of the agreement by assigning the work here involved to other than sheet metal workers (machinists) and thereby damaged claimant.

The employes argue that the fact that a fuel pump was taken along is an indication that the mechanical department knew it would be necessary to change out the fuel pump. This allegation that the mechanical department knew what was wrong with the unit has been emphatically denied. If they had known definitely that it was the fuel pump, an electrician would not have been sent.

The carrier submits that the agreement and practice on the carrier does not require sending a sheet metal worker 97 miles from Fort Worth to Waco to perform the few minutes of pipe work incidental to replacing a fuel pump. When the diesel unit failed, an emergency existed. No mechanics were employed at Waco to find the trouble. It was necessary to send mechanics from Fort Worth and pay them under the emergency road service rule. The electrician checked the electrical system, and the machinist checked the mechanical system. It was found that the fuel pump had failed, and the machinist replaced the defective pump disconnecting and connecting the fuel lines as necessary in the process. There is no requirement that a sheet metal worker sent along to perform a few minutes of incidental work under these emergency conditions.

Under the foregoing circumstances, we find no basis for the time claim and submit that 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.

The Organization contends that Carrier by assigning a Machinist instead of a Sheet Metal Worker to the task of installing a fuel pump on an engine, violated the basic collective bargaining agreement between the parties. They rely on the following rules:

"RULE 21 A

None but mechanics or apprentices regularly employed as such shall do mechanic's work as per special rules of each craft."

"RULE 63

Sheet metal workers' work shall consist of pipefitting in shops, yards, buildings, and engines of all kinds, the connecting and disconnecting of air, water, gas, oil, and steam pipes, and all other work generally recognized as Sheet Metal Workers' work."

"RULE 66

Sheet Metal Workers will be sent out on line of road, and to outlying points, when their services are required, but not for small, unimportant running repair jobs."

The Organization arguendo states that these rules show conclusively that this work in question was sheet metal workers' work, and that it has been so recognized over the years.

The Carrier states in its defense that at the time employes were sent to the scene, it was not known precisely what problems were to be encountered. Two employes were dispatched, one being a machinist, the other being an electrician. The electrician was not needed since the difficulty was mechanical; that is, the installing of a fuel pump. Carrier further contends that they are not required to send "a sheet metal worker 97 miles from Fort Worth to Waco to perform a few minutes of pipe work incidental to replacing a fuel pump. When the Diesel unit failed, an emergency existed."

As we view this case, we conclude that considering the factual situation, it comes clearly within the purview of Rule 66, upon which the Organization relies in part. This rule provides that Carrier does not have to send a sheet metal worker on line of road service for a small running repair job. The work involved in this case constitutes small running repair. We will deny the claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 16th day of July, 1971.