

Award No. 6194
Docket No. 5978
2-MP-SM-'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 EMPLOYEES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the current agreement, particularly Rules 26A and 97 at Kansas City, Missouri when they improperly assigned Machinist G. E. Lassiter the duty of connecting all air hoses and opening all valves between Engines 1126 and 1277 on March 24, 1969.

2. That accordingly the Carrier be ordered to additionally compensate Sheet Metal Worker, Mr. G. Schomewetter in the amount of two (2) hours and forty (40) minutes at the punitive rate of pay.

EMPLOYEES' STATEMENT OF FACTS: At Kansas City, Missouri, the Missouri Pacific Railroad Company, hereinafter referred to as the carrier, maintains a facility.

On March 24, 1969, at the West End Train Yard, Kansas City, Missouri, Carrier's General Foreman Allen improperly assigned Machinist C. E. Lassiter the duty of connecting all air hoses and opening all valves between Engines 1126 and 1277.

Under date of March 31, 1969, claim was filed with Mr. J. D. Hope for two (2) hours and forty (30) minutes at punitive rate of pay for claimant.

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 June 1, 1960, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: 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 (Machinist) and thereby damaged claimant.

The foregoing awards support the Carrier's position in this dispute that the claim is not supported by Rules 26 and 97, relied on by the Employees. Accordingly, the Carrier respectfully requests that the claim in this docket 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 were given due notice of hearing thereon.

The question is whether the Carrier breached the provisions of the Agreement by assigning the work here involved to other than Sheet Metal Workers (Machinist) and thereby damaged Claimant. The Sheet Metal Workers claim that the Carrier violated Rules 26(a) and 97 when a machinist connected the air hoses and opened the valves between Engines 1126 and 1127 at the west end of the yard at Kansas City.

The claim was declined by the Master Mechanic on April 2, 1969 with the following comment:

"There are no sheetmetal workers employed in the yard to perform such duties, and the connecting and disconnecting of air hoses is not the exclusive work of that craft. Various crafts perform such work all over the Missouri Pacific System, including enginemen and carmen. Therefore, your claim in favor of G. Schonewetter for two hours and forty minutes at the punitive rate is respectfully declined."

Rule 26(a) reads:

"(a) None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed."

Rule 97 reads, in part, as follows:

". . . connecting and disconnecting of air, water, gas, oil and steam pipes and hand rails, . . . and all other work generally recognized as sheet metal workers' work."

Rule 26(a) provides that mechanics' work shall be done by none but mechanics. Rule 97 is the Sheet Metal Workers' Classification of Work Rule.

A careful review of the above rules and the record indicates (a) a machinist performed the work in question; (b) the work was not performed in the Maintenance of Equipment Department, but was performed in the train yard at the west end of the Kansas City Yard; (c) the record does not demonstrate that the work done in the yard was the exclusive work of sheet metal

workers; (d) nor does the record indicate that the Carrier attempted to evade the current agreement, particularly Rule 26(a) and 97. Hence, we must 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 11th day of November, 1971.