(Advance copy. The usual printed copies will be sent later.)

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6371
Docket No. 6153
2-MP-SM-'72

The Second Division consisted of the regular members and in addition Referee Irving T. Bergman when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employes' Department, A. F. of L. - C. I. O. (Sheet Metal Workers)
(Missouri Pacific Railroad Company

Dispute: Claim of Employes:

1. That the Carrier violated the current controlling agreement, particularly Rules 26a and 97 at Kansas City, Missouri when they assigned Machinist Lassiter the duty of removing fuel line, carrying to pipe shop, having repaired and returning and reapplying fuel line on Engine 1248 on June 22, 1970.

2. That accordingly the Carrier be ordered to additionally compensate Sheet Metal Worker George Schonewetter in the amount of four (4) hours at the pro rata rate of pay.

3. In addition to the money amounts claimed herein, the Carrier to pay Claimant an additional 6% interest per annum compounded annually on the anniversary date of this claim.

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 carrier maintains a Diesel Facility at Kansas City, Missouri to perform inspection and maintenance work on certain road units and on switch engines in and around Kansas City. The Leeds Industrial Yard serves industry in that area, about seven miles from the Diesel Facility. No mechanic is permanently assigned to Leeds but a machinist is permanently assigned to make maintenance inspections of engines where they are being used.

The machinist while inspecting an engine at the Leeds yard found the fuel line from the pump to the fuel filters to be leaking. He disconnected the 5/8 inch fuel line, took it to the Diesel Facility where a replacement was fabricated by sheet metal workers, returned to the engine and installed the new line.

The sheet metal workers claim four hours pay at pro rata rate plus 6% interest because Rule 97 states that sheet metal workers shall connect and disconnect oil lines. The claim is based also on Rule 26(a) which states that mechanics shall perform work, "as per special rules of each craft". Reliance is also placed on a number of claims honored by the carrier as presented on the property. In addition, reference is made to letter from the General Chairman, Machinists Union stating that the machinists do not claim this work; it belongs to sheet metal workers.

Carrier admits that Rule 97 includes the work performed to be within the scope of sheet metal workers. It rejects the claim on the basis of Rule 26 (b) which states that where there is not sufficient work at outlying points, "to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as capable, perform the work of any craft that may be necessary." Carrier argues that the work done was a simple job of loosening the nuts at each end of the pipe to remove it and to tighten the nuts after replacing the new pipe. It falls within the amendment Article IV of the September 25, 1964 Agreement. Carrier claims also, the Incidental Work Rule in Attachment No. 1 to the Memorandum of Understanding of December 4, 1969 made an Agreement between the parties by Congress in Public Law 91-226, covers this situation. The Incidental Work Rule states, "At running repair work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a work assignment, the completion of which calls for the performance of 'incidental work' covered by the classification of work rules of another craft--such mechanic--may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as 'incidental' when it involves the removal and replacing or the disconnecting and connecting of--, piping,--from or near the main work assignment in order to accomplish that assignment." The Rule states further that to be preponderant the incidental work should take longer than the main assignment, and that "repairing" is not incidental work. Carrier argued that the main work assignment was to, inspect and maintain the engine and that the few moments required to loosen and tighten the nuts to remove the old line and to apply the new line was incidental to the main job, Carrier's submission p.3-7. Carrier objected to any consideration of Employes' exhibits 6-10A because they were not submitted to the carrier when the claim was handled on the property. In any case, carrier contends that settlements made by local offices are compromises, not final disposition of contract disputes and are made to promote harmony.

Second Division Award No. 6194 recently decided on almost identical facts that the sheet metal workers classification of work rule was not violated by a machinist who connected air hoses between engines in the Kansas City yard. In that case the engine was closer to the Diesel Facility than in this case.

In Second Division Award No. 5613, the claim of a machinist was denied when a carman in the Leeds car inspection yard made repairs on a compressor. The repairs were more extensive than in the present case. The Board found that the Leeds yard is a separate point and that Rule 26(b) as amended by Article IV of the Agreement of September 25, 1964 is applicable.

If the Leeds yard was not an outlying point, the work would, in any event, be considered as incidental to the machinist's main assignment. The task of disconnecting and applying the 5/8 inch copper fuel pipe was a simple matter of

loosening and tightening the nuts at each end. In the Employes' rebuttal it is argued that the work was not incidental because it was the essence of the trouble with the engine and therefore of major importance. The definition of incidental work speaks of the time element only, not the importance of the work, in disconnecting and connecting piping.

If Employes' exhibits 6-10A were to be considered they would not overcome the weight of Awards. In Second Division Award No. 4963, Third Division Award No. 2589 and First Division Award No. 16814 respectively, it is made clear that settlements made by a local official are not precedents and are compromises made without concession that a violation was committed; that carriers may buy peace without commitment; that carriers may buy peace without commitment to pay all subsequent claims; that settlements do not serve to modify controlling agreements between the parties.

It is not necessary to discuss the claim for 6% interest.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September, 1972.