

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: { Sheet Metal Workers' International
 { Association
 {
 { Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling agreement, particularly Rules 26(a), 45 and 97 at Kansas City, Missouri on January 8, 1975, when Foreman Monaco assigned himself the duties of a Sheet Metal Worker Helper in applying cap screws to wye pipe connection on Engine 1847.
2. That accordingly the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Worker C. E. Straw four (4) hours at the punitive rate of pay for such violation.

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.

On January 8, 1975, Unit #1847 was in Carrier's diesel facility at Kansas City, Missouri for inspection, repairs and improvements of the unit. As part of this process, it was necessary to determine the origin of a water leak in the unit. It was thought that the source of the leak was the "Y" connection. Sheet Metal Worker Deveney was assigned to the unit to repair this leak.

In the Organization's claim letter dated January 8, 1975, it is stated that:

"After investigating the leak, Mr. Deveney found the job to be as such to require help and assistance to line up gaskets and cap screws, and at the same time to hold this 'Y' connection in proper position while

"replacing the cap screws. Mr. Deveney requested Mr. Monaco, the ramp foreman, to send him some help until this job was at least partially completed, and the cap screws put in place, however Mr. Monaco, the Ramp Foreman, proceeded to help Mr. Deveney himself personally, and started cap screws while Mr. Deveney held the 'Y' connection in place. Mr. Deveney also states that he is in doubt as to the proper application of one of the cap screws, however, Mr. Deveney told the Sheet Metal Workers Local Chairman that the 'Y' connection did not, and was not leaking at the time of testing."

The Letter of claim further stated:

"On this date the Sheet Metal Workers Craft was particularly short on employees in the Diesel Shop, as one was assigned to transferring fuel oil on the Oil Spur track, and another was assigned to the Rip Track repair area to test Acetylene equipment and hoses."

By letter dated February 3, 1975, the Carrier's Master Mechanic responded in part:

"Investigation developed Deveney had spent almost 2 hours attempting to put the wye connection up. Foreman Monaco performed the work in the presence of Deveney as provided under Rule 26(a). We do not ordinarily assign two Sheetmetal Workers to put up wye connections."

On a letter dated March 25, 1975, the Carrier's Mechanical Superintendent stated in part:

"Investigation of this claim developed that Sheet Metal Worker Deveney was assigned the task of application and connecting the Wye connection on Unit 1847 while under general repairs in the Diesel facility, after Mr. Deveney had spent almost two hours in attempting to connect up the Wye, Foreman Monaco did assist him. I believe that this complies with Rule 26(a) of the current agreement." (Emphasis added)

The Chief Mechanical Officer of the Carrier by letter dated May 20, 1975, stated in part "It is understood that Foreman Monaco assisted Sheet Metal Worker Deveney in putting up wye connection...." The General Chairman stated in his letter of July 17, 1975, that "We cannot agree that this was a one-man job as you stated in your letter that Foreman Monaco did help the Sheet Metal Worker...."

The Carrier's Exhibit "J" was not presented to the Organization on the property, and is thus not properly before this Board.

It is clear beyond doubt that the work in question is Sheet Metal Workers' work. Rule 26(a) of the Agreement provides "none but mechanics or apprentices regularly employed as such shall do mechanic's work" and it also provides that: "This rule does not prohibit foremen in the exercise of their duties to perform work". The question before us then is whether Foreman Monaco performed the work in question in the exercise of his supervisory duties to demonstrate the proper method or technique for the installation of the "Y" connection or did he go beyond his supervisory duties and actually assume the role of a mechanic doing mechanic's work in violation of Rule 26(a). We find that the evidence before us requires us to find that the work performed by Foreman Monaco was in violation of Rule 26(a). There is evidence in the record, which was not denied, that there was a shortage of Sheet Metal Workers on the date in question. It is also not denied that Sheet Metal Worker Deveney requested help until the cap screws were put in place, and that the Foreman himself proceeded to help Deveney by starting the cap screws while Deveney held the "Y" connection in place. The Carrier states that "Ordinarily" and "normally" it is a one man job. It is clear beyond question that this specific job on January 8, 1975 was, in part, a two person job, for Foreman Monaco performed the function of starting the cap screws while Sheet Metal Worker Deveney performed the function of holding the "Y" connection in place. The Foreman's role clearly was not to demonstrate or instruct Mr. Deveney how the job was to be properly performed by one person. We find from the fact that the two persons simultaneously and conjunctively performed the job in question that the Carrier's assertion that the entirety of the work performed by the Foreman was by way of instruction and demonstration must be rejected.


We shall sustain this claim at the pro-rata rate.

A W A R D

Claim sustained as per Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 24th day of January, 1978.

