

The Second Division consisted of the regular members and in addition Referee Abraham Weiss when award was rendered.

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

Dispute: Claim of Employes:

- 1. That the Missouri Pacific Railroad Company violated the controlling Agreement, particularly Rules 21, 26(a) and 97 on March 27 through April 3, 1975, when they improperly assigned Carman Painters the duties of sanding and assembling Railroad Crossing signs, Machinists performing pipe work in Power House.
- 2. That accordingly the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Worker Frank Ellis eight (8) hours at the punitive rate of pay on each of the following days - March 27, 28, 31, and April 1, 2, 1975, for such violations.

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.

This case is companion case to Docket Nos. 7389-T (Award No. 7618) and 7390-T (Award No. 7619) involving individual claims by the Sheet Metal Workers that Carrier had improperly assigned certain duties within its jurisdiction to members of another craft. In the instant case, the claim is that Carrier, after having furloughed all Sheet Metal Workers, improperly assigned Carmen Painters the duties of sanding and assembling railroad crossing signs, which functions, Petitioner asserts should have been performed by Sheet Metal Workers.

As noted in Award Nos 7618 and 7619, all Sheet Metal Workers at Carrier's Sedalia, Mo. freight car repair facility were furloughed early in 1975 during a force reduction occasioned by a decline in traffic.

During this furlough period, Carrier assigned Carmen to assemble railroad crossing signs in the Sign Shop. Petitioner claims such work had previously been assigned to Sheet Metal Workers, who should have been recalled from furlough to perform such work.

The essence of Carrier's position, detailed in Award No. 7618, is that there was insufficient work of the type described in the claim to justify employing a sheet metal worker, and that under Rule 26(b) of the Agreement, as amended by the National Agreement of September 25, 1964, at points "where there is not sufficient work to justify employing a mechanic of each craft," Carrier may assign the work in dispute to any of the crafts remaining on the property capable of performing the work

The record in the case before us indicates that the work at issue was not within the Sheet Metal Workers' exclusive jurisdiction and in any event, the work required was insufficient to justify recall of a Sheet Metal Worker on a full-time basis. Carrier stated, without contradiction, that for about eight years prior to the period in question, railroad crossing signs have been bought pre-cut, eliminating the need for cutting and sanding formerly performed by Sheet Metal Workers. From 1974 on, Carmen alone have assembled such signs.

Petitioner has the burden of proof to demonstrate that there was sufficient work assembling railroad crossing signs to justify a full-time employee, or that Rule 26(b) was not applicable under the circumstances, and this Petitioner has failed to do. Petitioner has also not denied Carrier's statement that Carmen alone have been assembling such signs since 1974.

Petitioner has, therefore, failed to make its case and, accordingly, the claim will be denied.

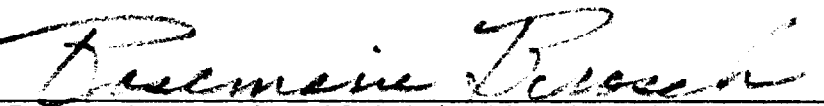
A W A R D

Claim denied.

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 25th day of October, 1978.