

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

Parties to Dispute: { International Association of Machinists and
Aerospace Workers
{
{ Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement, particularly Rules 26(a) and 52(a), when they arbitrarily assigned Sheet Metal Workers to make repairs to the X-250 wrecker.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Machinist E. C. Roberts in the amount of four (4) hours pay at a Machinist's punitive rate of pay because Sheet Metal Workers were assigned to repair the X-250 wrecker on March 25, 1976.

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.

A cable on one of Carrier's wrecking cranes located on the repair track in the Car Department of Carrier's mechanical facility at North Little Rock had become worn and had to be cut. The instant dispute arose when, by Carrier assignment, Sheet Metal Workers unfastened the cable clevis from the wrecker's boom, dragged the cable off its winch, reapplied the clevis to the remaining cable, and reattached the cable to the boom.

Petitioner filed the instant claim on behalf of Machinist Roberts on the ground that Carrier violated the Agreement, particularly Rule 52(a), Machinists' Classification of Work, and Rule 26(a), Assignment of Work.

The Sheet Metal Workers, as an interested third party was notified of the dispute, but did not respond.

Rule 52(a) reads, in relevant part:

"Machinists' work----shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, and grinding of metals used in building, assembling, maintaining, dismantline (See Note (A) and installing machinery, locomotives and entines----cranes, hoists, elevators,----and all other work generally recognized as machinists' work."

Rule 26(a) reads, in pertinent part:

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

Petitioner asserts that the wrecker has three hoists, thus placing it within the purview of cranes and hoists listed in Rule 52(a).

Petitioner maintains that when a cable became defective, machinists historically removed the clevis from the boom and cut off the defective cable. A sheet metal worker then applied the clevis to the remaining cable and a machinist reapplied the clevis to the wrecker's boom. Petitioner submitted proof of practice at the location involved in this case, through statements by machinists employed there. Petitioner contends that Carrier has not contested its claims on the record that machinists have performed the work in question. Carrier, however, states that machinists, when available, have performed the work at North Little Rock, but that other crafts have also done the work.

Carrier relies on Rule 97, Sheet Metal Workers' Classification of Work, Note A to Rule 52(a), and the National Incidental Work Rule effective April 9, 1970, which read as follows:

"Rule 97 (Sheet Metal Workers' Classification of Work):
Sheet metal workers ... work shall consist of dismantling (for repairs only), ... parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron..."

Note A to Rule 52(a):

"In the dismantling of locomotives and machinery for repairs, all work incident thereto in connection with the job of dismantling these locomotives and machinery for repairs, shall be performed by mechanics and helpers. In the assignment of mechanics and helpers the number of helpers assigned shall not exceed the number of mechanics

"assigned, and this combined number of men constituting the crew shall perform either mechanics' work or helpers' work irrespective of their classification and without regard to classification of work under other rules of this agreement."

The National Incidental Work Rule effective April 9, 1970:

"... 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' (as hereinafter defined) covered by the classification of work rules of another craft or crafts, such mechanic or mechanics 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 connection of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment. In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental."

The Carrier alleges that the Incidental Work Rule is applicable because the "pouring" of the cable clevis assembly was the main task requiring the preponderance of time and that, consequently, the disputed work was minor or incidental. Carrier stated that the disputed work "would require no more than 20 minutes to perform".

Petitioner, on the other hand, denies that the Incidental Work Rule is applicable, on the ground that the rule only applies to running repair work, but that the disputed work was a routine maintenance function and not running repair or work incidental thereto.

We are of the opinion that Petitioner has made a sufficient showing, on the property, of history and practice in performing the work here at issue at this location. Accordingly, we find that the work in question was machinists' work under Article 52(a) of the Agreement with Carrier and that assignment of this work to the sheet metal workers constituted a violation of Rule 52(a). We shall, therefore, sustain Part 1 of the claim.

The work involved in this dispute required only minutes, which was not disputed by Petitioner nor was a time check requested. Moreover, Claimant Roberts was on duty and pay status at the time the disputed work was performed and suffered no monetary damage as a result of the violation of Rule 52(a) supra. Consequently, we shall deny Part 2 of the claim.

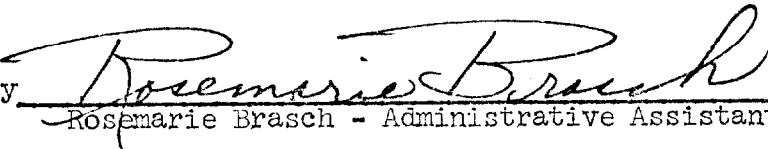
A W A R D

Part 1 of the claim is sustained.

Part 2 of the claim is 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 19th day of April, 1979.