

The Second Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

Parties to Dispute: { Brotherhood Railway Carmen of the United States
and Canada
{ Missouri Pacific Railroad Company

Dispute: Claim of Employes:

1. That the Missouri Pacific Railroad Company violated Rules 25, 26, and 117 of the controlling Agreement when they used two (2) Carmen and Mechanical Foreman D. Davis and Road Foreman J. R. Harris from Corpus Christi, Texas to change traction wheels in diesel unit No. 2267 at Harlingen (another seniority point) December 27, 1977, working from 8 a.m. to 8 p.m., same date.
2. That the Missouri Pacific Railroad Company be ordered to compensate Carmen J. Vela and J. L. Argullin in the amount of twelve (12) hours each at the punitive rate and Carmen A. Flores in the amount of eight (8) hours at the punitive rate account this violation. Carmen Vela, Argullin, and Flores all hold seniority at Harlingen, Texas.

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 pertinent facts in this case are uncontested. On December 27, 1977, the Carrier sent Mechanical Foreman D. L. Davis, Road Foreman J. R. Harris and two Carmen from Corpus Christi, Texas to Harlingen, Texas to remove the traction motor from Diesel Unit No. 2267. Two additional Carmen, stationed at Harlingen, assisted in jacking the engine and performed other incidental tasks. The project took approximately twelve hours to complete. Harlingen is an outlying point in the Houston Seniority District while Carmen at Corpus Christi are not within that seniority subdivision (Rule 137). No Machinists are employed at either Harlingen or Corpus Christi.

The organization brings this claim on behalf of three Carmen holding seniority at Harlingen for a total of thirty-two hours of pay (at the premium rate) contending that the work of removing the traction motor was exclusively reserved to Carmen at Harlingen. According to the Organization, Rule 25(a) confines seniority to Harlingen and Carmen from another seniority point may not perform work at Harlingen. The Organization concedes that the disputed work is not expressly reserved to Carmen under the Carmen's Classification Rule but it

nonetheless argues that the Claimants had an absolute right to perform the disputed work (which ordinarily belongs to Machinists) at Harlingen pursuant to Rule 26(b). The Carrier places a different interpretation on Rule 26(b). The Carrier contends that since there were no machinists employed at either Corpus Christi or Harlingen, the Carmen at Harlingen were entitled to perform work outside their craft only to the extent the Carmen were capable of performing the work. In this instance, the Carrier asserts that the Carmen from Corpus Christi who removed the traction motor had the special knowledge and experience necessary to properly perform the task while the Claimants were not qualified to do the work.

The disputed work in this case is governed by Rule 26(b). The work performed on Diesel Unit No. 2267 is normally reserved to another craft. No employees of the other craft were stationed at Harlingen. Thus, the Claimants' right to perform the disputed work rests on the capability provision of Rule 26(b) rather than the seniority lines set forth in Rules 25 and 137. The Organization, which shoulders the burden of proof, has not presented sufficient evidence demonstrating that the Claimants have the requisite ability to remove a traction motor. Indeed, it appears from the record that Claimants have little or no experience with locomotive work. The Carrier complied with Rule 26(b) by assigning Carmen from Harlingen to set and operate the jacks which was consistent with their capabilities. Thus, we must deny the claim.

The Carrier has also argued that this Board lacks jurisdiction over this claim because the Organization ostensibly failed to handle this claim in the usual manner on the property. Since we have denied the claim on the merits, we need not address this issue.

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
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of March, 1982.