

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 Employee:

1. That the Missouri Pacific Railroad Company, January 9, 1980, violated Rule 117 of the controlling Agreement when other than those of the Carmen's Craft were used to repair freight car LOVX 7235, while this car was within the yard limit and seniority area of the Carmen in Kansas City, Missouri.
2. That the Missouri Pacific Railroad Company be ordered to compensate Carman G. J. Schaetz in the amount of two (2) and seven-tenths (.7) hours at the pro rata rate for this 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 9, 1980, the Carrier instructed Carman Malaponti to proceed from the Maintenance of Equipment Department to Park Avenue to replace a knuckle and pin a switch crew had reported missing from car LOVX 7235. When he arrived at Park Avenue, Carman Malaponti discovered that two switchmen had already replaced the knuckle and pin. The Carrier did not direct the switchmen to perform the work. Claimant is another carman stationed at the Carrier's Kansas City Maintenance of Equipment facility.

Claimant seeks two and seven tenths hours of pay at the straight time rate based on the Carrier's alleged misassignment of work. According to the Organization, work consisting of the replacement of knuckles and pins is exclusively reserved to the Carmen's craft pursuant to Rule 117. On the other hand, the Carrier maintains that Carmen do not have exclusive rights to perform the disputed work either by the express terms of Rule 117 or by historical practice. Also, the Carrier argues there was, in reality, no improper assignment of work since the Carrier directed a carman to go to Park Avenue and perform the work.

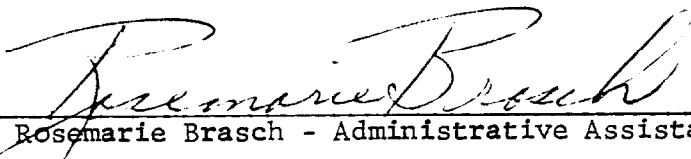
In this case, we need not address the applicability of Rule 117 because the Carrier did instruct a carman to replace the knuckle and pin. The Carman who was so instructed was paid for his round trip travel time between the Maintenance of Equipment Shop and Park Avenue. From the record, it appears the switching crew unilaterally decided to perform the work before the Carman's arrival merely to expedite the movement of car LOVX 7235. Thus, we find insufficient evidence that the Carrier misassigned the disputed work.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 16th day of June, 1982