

Award No. 2912
Docket No. 2612
2-AT&SF-MA-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, AFL (Machinsts)**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
SYSTEM (Western Lines)**

DISPUTE: CLAIM OF EMPLOYES:

1. That under the current agreement, the employees of the Machinist Craft at Albuquerque, New Mexico were unjustly damaged when their work on air compressors was performed in the Carrier's Albuquerque Work Equipment Shop by employees of the Ingersoll-Rand Company.

2. That accordingly the Carrier be ordered to additionally compensate Machinists James Conty and P. J. M. Sanchez of Albuquerque in the amount of 50 hours each at pro-rata rate.

EMPLOYEES' STATEMENT OF FACTS: Machinists James Conty and P. J. M. Sanchez, hereinafter referred to as the claimants, were on the dates in question, employed as such in the carrier's Albuquerque Shops and were available to perform the work in dispute.

Beginning on April 2, 1956, and continuing through April 7, 1956, the carrier engaged the services of Mr. C. Russ and Mr. L. Luther from the Ingersoll-Rand Co. to overhaul thirty-eight (38) Model 3-R-36 Ingersoll-Rand air compressors. The work included installing new engine and compressor rings, tightening some flywheels and replacing others, testing and adjusting the compressors. Carrier assigned these men to a bench in the centralized work equipment shop, furnished tools and other facilities for their use and generally gave them freedom of operation for performing the repair work in question.

The dismantling, repair and adjustment of Ingersoll-Rand air compressors and other similar work is routinely performed at the carrier's centralized work equipment shop in Albuquerque, which is well equipped and competently manned. No work of an unusual or intricate nature was involved.

The mere fact that the work performed on the air compressors was handled in carrier's work equipment shop at Albuquerque, New Mexico, does not give the employees the right to claim the work here in dispute. The employees were not unjustly dealt with since the work in question was a matter for the manufacturer to correct and the expense of changing the air compressors was borne by the manufacturer.

The numbering of the air compressors was performed simply for cataloging purposes since the company was assured that the air compressors would be changed to meet the company's standards.

Carrier asserts that the employees' claim in this dispute is entirely without support of the agreement and should be denied in its entirety.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

The parties to the dispute were given due notice of hearing thereon.

From the entire record in this case it is the opinion of this Board that the Carrier would not accept the compressors from the manufacturer until certain changes were made to meet its requirements or specifications. The manufacturer dispatched two of its representatives, at its own expense, to Carrier's shop to make the compressors acceptable to Carrier.

We must conclude that the compressors were not the property of the carrier at the time the work was performed by the manufacturer, and therefore the work as claimed herein was not the work of the carrier. The Board fails to find that the work for which claim is made is within the category of the agreement. We find the controlling agreement was not violated. (See 2nd Division Awards 1901 and 2823.)

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of July, 1958.

LABOR MEMBERS DISSENT TO AWARD NO. 2912

The majority in finding that the work performed was not " * * * within the category of the agreement * * *," ignores the fact that the agreement between this carrier and System Federation No. 97, governing the employ-

ment of machinists, covers this carrier's work equipment shops at Albuquerque, New Mexico, where this work was performed by other than machinists with seniority rights at said shop.

The current agreement embodies and preserves the rules, rates of pay and working conditions of the machinists and stands as a protest against the erroneoususness of Award No. 2912.

/s/ James B. Zink

/s/ R. W. Blake

/s/ Charles E. Goodlin

/s/ T. E. Losey

/s/ Edward W. Wiesner