

Award No. 6184

Docket No. 6064

2-MP-SM-'71

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Sheet Metal Workers)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement, particularly the Memorandum of Agreement dated November 1, 1955, on November 26, 27 and 29, 1968; December 2, 3, 4, 5, 6, 9, 10, 11, 12 and 13, 1968; and January 3, 6, 7, 8 and 9, 1969, when they improperly assigned two Maintenance of Way Employees (Water Service) the installation of Worthington Air Compressor, etc., at the 400 Yard Diesel Locomotive Service Center, North Little Rock, Arkansas.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Worker S. F. Zajac and thirty-five (35) other Sheet Metal Workers at North Little Rock, Arkansas, for eight (8) hours each at the time and one-half rate for such violation. (Claimants are listed on Appendix No. 1, attached hereto.)

EMPLOYEES' STATEMENT OF FACTS: Employees listed on Appendix No. 1, hereinafter referred to as the claimants, were employed by the Missouri Pacific Railroad Company, hereinafter referred to as the carrier, at its diesel facility, located at North Little Rock, Arkansas, on November 26, 27 and 29, 1968; December 2, 3, 4, 5, 6, 9, 10, 11, 12 and 13, 1968; and January 3, 6, 7, 8 and 9, 1969, dates carrier improperly assigned two (2) water service employees of the Maintenance of Way, work accruing to the Sheet Metal Workers as per the controlling agreement.

Work involved in the claim is the related piping of a Worthington Air Compressor, and the mounting, relocation of piping and applying vent pipe for a suspended Trane gas heater, in a metal building located at the south end of the 400 Yard Diesel Locomotive Service Center.

The two (2) water service employees worked eighteen (18) days each cutting, threading, fitting, bending, welding, soldering and installing:

1. Five (5) feet of six (6) inch iron pipe.

of the rule quoted above that original installations of all of a pipe line system in a shop or engine house is allocated to maintenance of way forces. The foregoing language in the Memorandum of Understanding is clear and it is difficult for the carrier to see how there could be any dispute as to the meaning of the language. We have not received advice that the water service employees have agreed with the sheet metal workers or that they have forfeited rights to such work.

In view of the foregoing, the Carrier respectfully submits that the claim is not supported by the agreement between the parties including the Memorandum of Understanding and that the claim should be denied.

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 employees 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 Board finds that in assigning two Maintenance of Way Employees to the pipe work relating to the installation of a Worthington Air Compressor, Carrier violated the controlling Agreement, and the Agreement of November 1, 1955 between Carrier, the Organization, and the Brotherhood of Maintenance of Way Employees. This latter Agreement, both parties stipulated, has by reference and practice been made a part of the June 1, 1960 controlling Agreement between Carrier and System Federation No. 2, of which the Organization is a Member, and to which Agreement, Organization is a signatory.

Such a finding is justified because the evidence and record reviewed by the Board indicates that the Air Compressor was designed for and performed the function of supplying power for various purposes. Therefore the building (Diesel Shop) in which the Compressor was located became in effect, and should have been viewed as a "Power Plant", as defined in 2-B-1(a) of the Nov. 1, 1955 tripartite Agreement, and the pipe installation work therefore assigned to employees of the Sheet metal craft.

However, the Board finds no substantive grounds for sustaining the Organization's claim for compensation for various employees.

AWARD

Part 1 of Organization's claim sustained.

Part 2 of Organization's claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 29th day of October, 1971.

Keenan Printing Co., Chicago, Ill.

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