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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6517
Docket No. 6373
2-MP-SM-'73

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: { System Federation No. 2, Railway Employees'
{ Department, A. F. of L. - C. I. O.
{ (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 May 20, 1971, when they improperly assigned two Maintenance of Way employes (Water Service men) to disconnect, repair and connect a water pressure regulator valve in water treatment piping to a steam generator in Steam Generator Building at 400 Yard Diesel Locomotive Service Center, North Little Rock, Arkansas.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Workers R. E. Smothers and B. D. Holman at North Little Rock, Arkansas, for four (4) hours each at the pro rata rate for such 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 May 20, 1971 the Carrier assigned two maintenance of Way Employes to repair a reducer valve in a building housing steam generators at North Little Rock, Arkansas.

The controlling agreement is a Memorandum of Understanding between the Sheet Metal Workers, Maintenance of Way Employes and the Carrier allocating certain types of work. This Board decided an almost identical issue under that agreement involving the same parties and the same steam generators in the same building in Award No. 6519. We quote from that Agreement in part as follows:

"The Controlling Agreement is a Memorandum of Understanding between the Sheet Metal Workers, Maintenance of Way Employees and the Carrier allocating certain types of work.

We have examined the record thoroughly and are of the opinion that the work in question falls within paragraphs 2(A) and 2(B) 1(a) which reads as follows:

- '2. From the date of this MEMORANDUM, pipe work will be allocated in the following manner:
 - (A) Shops and enginehouses where Sheet Metal Workers are employed.
 2. All maintenance, replacements and relocations inside of buildings---above ground or floor line-----Sheet Metal Wkrs.
 - (B) Power plants at St. Louis, Dupo, Poplar Bluff, DeSoto, Paragould, McGehee, Monroe, Alexandria, Little Rock, North Little Rock, Sedalia, Kansas City, Osawatomie, Omaha.
- 1(a) All pipe work in power plant buildings except lead caulked cast iron pipe and fittings, and all underground lines--Sh. Metal Wkrs.'

The records disclose that the original installation of the steam generators and the pipe in question was done by the Sheet Metal Workers. The Carrier's allegation that Sheet Metal Workers are not qualified to work on City water line extensions is disputed by the record. Statements that Sheet Metal Workers have piped into City water under Carrier's instructions and have repaired and run City water lines have gone undisputed."

In view of our previous holding we will sustain the claim.

A W A R D

Claim Sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST:

E. A. Kilgus
Executive Secretary

Dated at Chicago, Illinois, this 18th day of June, 1973.