

The Second Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

Parties to Dispute: { Sheet Metal Workers' International
 { Association
 {
 { 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 March 16, 17, 20, through 24 and 27 through 31 and April 3, 4, 5, 1972, when they improperly assigned Maintenance of Way Employees (Water Service men) the piping of pumps in Fire Pump House which included cutting, fitting, welding, threading, flaring and application of the piping to three (3) water pumps in Fire Pump Power House at south end of Diesel Shop Building at Pike Avenue Shops, North Little Rock, Arkansas.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Workers T. L. Campbell, M. E. Smith, Al Meyer, L. J. Zajac, D. Franks, H. N. Womble, T. W. Perkins, H. S. Harbour, C. M. Fleming, G. O. Fenison, B. D. Holman, V. J. Hardcastle, D. R. Hammons, E. W. Straw, and E. R. Mahnken at North Little Rock, Arkansas, for eight (8) hours each at the punitive 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.

Petitioner contends that Carrier violated the terms of a Memorandum of Agreement dated November 1, 1955; said Agreement being a Tripartite Agreement between Petitioner, Carrier and the Brotherhood of Maintenance of Way Employees "to eliminate disputes ... based on allocation of work".

The instant claim is a dispute based on allocation of work. It should be noted that this is a third party dispute and the Maintenance of Way employees have presented their position on the record for our consideration herein.

On claim dates Carrier assigned Maintenance of Way employees in the water department to install valves, tees, by-pass lines and gauge piping to newly-installed, electrically-driven centrifugal water pumps. The water pumps were part of a new fire prevention system housed in a new metal prefabricated building constructed by Maintenance of Way employees. The instant dispute relates solely to the piping described supra inside the building.

Petitioner asserts that under the express terms of the Memo of Agreement of November 1, 1955 the pipe work on the water pumps was allocated to it, relying on the following provision: "... pipe work will be allocated in the following manner ... (a) All pipe work in power plant buildings except lead caulked cast iron pipe and fittings and all underground lines -- Sh. Metal Wkrs." In this connection, Petitioner takes the position that the water pumps were located in and part of a "power plant building". Accordingly, Petitioner cites three prior awards of this Division dealing with power plant piping in support of its position. Awards 6517, 6519, 6184.

Carrier denies the claim on the ground that it has made the proper allocation of work under the express terms of the Memorandum Agreement by assigning the water pump piping to employees represented by the Brotherhood of Maintenance of Way Employees, pursuant to the provision of said Agreement reading as follows: "(C) All points other than at power plants, shops and enginehouses. All installations, maintenance, replacements, relocations and removals -- M of W Forces". Thus, Carrier asserts that the metal building housing the water pumps is not a power plant and piping in connection with the water pumps does not belong to Claimants.

The Brotherhood of Maintenance of Way Employees argues that the piping in question was in a pumping station on water pumps and, as such, traditionally is performed by water service forces. More specifically, that Organization contends that the facility in question is a pumping station and not a power plant or power house. Finally, the Organization distinguishes each of the Awards cited by Petitioner as relating to plants housing equipment which generated or supplied power from various sources, unlike the building housing centrifugal water pumps in the instant case.

Upon consideration of all the positions and of the entire record, we are constrained to deny these claims. We are not persuaded that this is a "power plant" case like the prior Awards cited by Petitioner: 6517

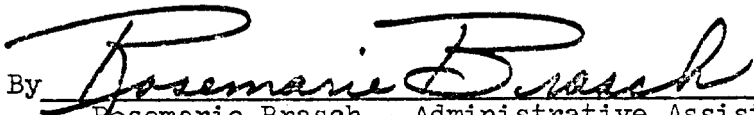
(steam generator), 6519 (steam generator), 6184 (air compressor). Here we deal with a building merely housing water pumps for a fire prevention system. In our judgement this does not fall within the "power plant" rubric either by reasonable usage of language nor, more importantly, by the intentions of the parties as manifested in the Memorandum of Agreement of November 1, 1955. Since this building is not a power plant the allocation of the pipe work was consistent with and not in violation of the Agreement. Accordingly, the claim must be denied.

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 - Administrative Assistant

Dated at Chicago, Illinois, this 18th day of March, 1975.