

**Award No. 2938**

**Docket No. 2346**

**2-MP-BM-'58**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Thomas C. Begley when the award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL (Boilermakers)**

**MISSOURI PACIFIC RAILROAD**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That under the current agreement other than Boilermakers were improperly assigned to rebuilding and reinforcing the transfer table at North Little Rock, Arkansas, on March 14, 1955 through March 22, 1955 and April 6, 1955 through April 19, 1955 for a total of 480 hours of Boilermaker's work and 106 hours of Boilermaker Welder's work.

2. That accordingly the Carrier be ordered to compensate the following Boilermakers and Boilermaker Welders, equally, dividing the time between them:

E. J. Makoski  
F. J. Kojeski  
J. K. McArthur  
P. P. Molter

N. P. Voegele  
A. G. Boatman—Welder  
J. H. Greenwood—Welder

**EMPLOYEES' STATEMENT OF FACTS:** On or about March 14, 1955, repairs were started on the transfer table then used at the old coach shop in North Little Rock. The boilermakers were first assigned by Master Mechanic Duncan to start these repairs and later were removed and the work assigned to the steel gang of the Maintenance of Way Department. The work consisted of cutting out the rivets and bolting the table back together and reinforcing the new I-Beams that were to be used on the job. The I-Beams were reinforced by welding  $\frac{1}{2}$ " x 6" bar iron on each side, making a total of 680 feet of welding. In addition to this work there was other work of reassembling transfer table, bolting it together and redriving the rivets.

This dispute was handled with carrier officials so designated to handle such disputes, all of whom declined to adjust this dispute. The agreement effective September 1, 1949 as subsequently amended, is controlling.

From the foregoing, we think it must be clear that the work here in dispute has never been recognized as boilermakers' work, neither has it been the practice for boilermakers to perform such work.

In paragraph 3 of carrier's submission, we referred to Decision SC-67 MW-67 and Supplement No. 1 to Decision SC-67 MW-67, which are submitted herewith as carrier's Exhibits B and B-1.

If we turn to those agreements, we find the issues here raised were settled in 1940 when the carrier entered into an agreement with the Brotherhood of Maintenance of Way Employees, International Association of Machinists and International Brotherhood of Electrical Workers, and a similar issue was settled in 1944 when the carrier entered into an agreement with the Brotherhood of Maintenance of Way Employees and the Brotherhood Railway Carmen of America. The principles here put forth by the carrier, supported by agreement and practice, were recognized by the parties to those agreements, and it should be observed that the work was by agreement allocated as between the Maintenance of Way employees and the Maintenance of Equipment employees in the same manner as it has been allocated between the Maintenance of Way employees and the boilermakers of the Maintenance of Equipment Department in the instant case, as well as in prior cases as established by the practice throughout the entire property.

Insofar as the carrier knows this is the first claim involving a situation similar to the one here, although the described work has always been performed in substantially the same manner as in the instant case.

There is no basis for these claims and they should therefore be declined.

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

The carrier or carriers and the employer 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 said dispute were given due notice of hearing thereon.

The employees state that on or about March 14, 1955, repairs were started on the transfer table then used at the Old Coach Shop in North Little Rock. The boilermakers were first assigned by Master Mechanic Dunkin to start these repairs and later removed and the work assigned to the steel gang of the Maintenance of Way Department. The work consisted of cutting out the rivets and bolting the table back together and reinforcing the new I-beams that were to be used in the job. The I-beams are reinforced by welding  $\frac{1}{2}$ " x 6" bar iron on each side, making a total of 689 feet of welding. In addition to this work, there was other work of reassembling transfer table, bolting it together, and redriving the rivets; that the carrier violated Rule 62 (a) and past practice as the work of rebuilding and repairing of the transfer table at North Little Rock is work that belongs to the boilermaker craft; that the transfer table is a piece of machinery used by the employees of the Maintenance of Equipment Department; that the work of repairing the transfer table is work coming under the terms of Maintenance of Equipment Department Agreement; that the boilermakers previous to the instant case have always maintained the transfer table at North Little Rock.

The carrier states that the complete Dieselization of its road was accomplished during 1955; that in order to provide servicing and repair facilities at one of its machine shop points, the entire mechanical facilities at Little Rock were converted into a modern locomotive servicing and repair shop; that to utilize the 70 foot transfer table, it was necessary to rebuild the transfer table by strengthening the structural members of the table and replacing the footings which support the table, running rails with larger footings to carry the heavier loads; that the work in question was performed by Maintenance of Way employes.

From a careful reading of the submissions of the parties it is the finding of this Board that the claimants have always performed the necessary repairs to transfer tables whether they be emergency or otherwise. That Rule 62 (a) does not give to these grievants the exclusive right to perform the work outlined therein.

The question to be decided by this Board is whether or not the rebuilding of the transfer table at North Little Rock was work which belonged to the boilermakers under past practice and Rule 62 (a) of the effective agreement. From the submissions we conclude that although the boilermakers have in the past made repairs to transfer tables on this property, that they have failed in their proof to show that they have rebuilt transfer tables on the property. Therefore, we find, that the carrier did not violate the effective agreement when it gave the work of rebuilding the transfer table at North Little Rock to the Maintenance of Way Department.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July, 1958.

#### DISSENT OF LABOR MEMBERS TO AWARD NO. 2938

The majority Award 2938 in Docket 2346 is clearly erroneous.

Rule 62(a) of the controlling agreement is clear and unambiguous in that it clearly and explicitly provides that the work outlined in this dispute is boilermakers' work and has always been performed by boilermakers.

In fact, the majority found in the second last paragraph of the award that "It is the finding of this Board that the claimants have always performed the necessary repairs to transfer tables whether they be emergency or otherwise."

Then they ignore Rule 62(a) and the facts of record, thereby adding ambiguity to a clear, specific rule of the agreement and disregarding their own basic conclusions.

The award subverts the agreement and is a masterpiece of inconsistency.  
We dissent.

/s/ James B. Zink

/s/ R. W. Blake

/s/ Charles E. Goodlin

/s/ T. E. Losey

/s/ Edward W. Wiesner