

**Award No. 4292**

**Docket No. 4062**

**2-SP(PL)-MA-'63**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

**The Second Division consisted of the regular members and in addition Referee Joseph M. McDonald when the award was rendered.**

---

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 114, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. of L.-C. I. O. (Machinists)**

**SOUTHERN PACIFIC COMPANY (PACIFIC LINES)**

**DISPUTE: CLAIM OF EMPLOYEES:**

1 — That under the current agreement the assignment of four (4) Bridge and Building Mechanics—represented by the Brotherhood of Maintenance of Way Employees—eight (8) hours each date, October 18-19, 1960, to install an air compressor at the Carrier's Bayshore Power House, was improper, in violation of the collective bargaining contract.

2 — That accordingly, the Carrier be ordered to additionally compensate Machinists I. M. Dixon, M. H. Tena and C. Littau (hereinafter referred to as claimants), in the amount eight (8) hours each at the pro rata rate of pay, for each date of October 18-19, 1960, account Carrier depriving claimants and other employees of like classification subject to the terms of the parties contract the right to perform work coming within the Scope of said contract, when the work referred to hereinabove was assigned to, and performed by employees represented by the aforementioned organization, not subject to any provision of the controlling agreement.

**EMPLOYEES' STATEMENT OF FACTS:** The work here involved has been properly recognized by practice and stipulated by agreement provisions, as work coming within the purview of the current agreement. There is no dispute in the record regarding this fact.

It is an established fact not subject to dispute, that in recognition of specific provisions of the controlling agreement, it has been a consistent accepted practice for machinists subject to terms of the agreement effective April 16, 1942 as subsequently amended, to perform work involved in this dispute at the carrier's Bayshore Shops and Power House, as well as other shops throughout the system. No dispute appears in the record regarding this fact.

Brotherhood of Maintenance of Way Employees assigned by the carrier

It seems unnecessary to point out that that statement does not constitute competent evidence. Since the statement is over the signature of the Shop Committee Chairman who initially submitted the claim on this property it could not, without factual evidence, be other than self serving. Aside from that fact, as established by the last paragraph thereof, the "information" contained therein is secondhand, in addition to which it actually gives no particulars whatever that could be used for comparative purposes such as dates of the alleged occurrence, and precisely what functions machinists performed in connection therewith. The reference to installation and removal of air compressors at the locations mentioned is far too general to permit any determination as to whether any work performed in said alleged installations or removals involved work of the character forming basis of this claim. While immaterial under the foregoing fact, attention is directed to contention in the hereinbefore quoted statement signed by Shop Committee Chairman to the alleged removal of apparently the same air compressor which was replaced in the instant case. However, no mention is made of any replacement compressor being installed or reason for removal of compressors at such time. As a matter of information, power plants at carrier's Bayshore Shops and Third Street (San Francisco) have been in effect for many years.

In this connection, it is conceded that machinists covered by the current agreement make certain repairs to air compressors in carrier's Bayshore Shops. For example, machinists tested valves and intercooler in preparation for placing the air compressor in service in the instant case. Also, such type of inspection and necessary repairs, other than those which may be performed under Rule 3, Firemen and Oilers' Agreement, quoted hereinbefore, are performed by machinists at Bayshore Shops after installation by Maintenance of Way Department employees.

The carrier's Engineering and Maintenance of Way and Structures Department is responsible for the installation of machinery and facilities on this carrier's property and neither Mechanical Department nor its employees are required to be acquainted with all the various codes, work and procedures required for such installation. It has been conceded by petitioner's General Chairman that machinists do not perform concrete, pipe or electrical work in such installations applicable to Mechanical Department machines, and except for general unsupported allegations such as referred to in Local Chairman's letter of January 25, 1961, no evidence has been furnished by claimant of any understanding, practice or application of Machinists' Classification of Work Rule 57 cited under which machinists have exclusively or otherwise performed the installation of air compressors at carrier's Bayshore Shops. Regardless thereof, since the within claim is concerned only with the installation of the involved air compressor in no event would the incident involving removal of air compressor referred to in foregoing statement have any bearing on the facts in this case.

### CONCLUSION

Carrier asserts the instant claim is entirely lacking in agreement or other support and if not dismissed, requests that it 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.

Carrier had a standby air compressor at its Bayshore Power House which became inoperative. It caused to have transferred as a replacement, a Joy Air Compressor which it had at its Mission Bay Roundhouse.

The inoperative compressor at Bayshore was anchored to two slabs of concrete, with a space between to allow for the rotation of the flywheel.

The Joy compressor did not need such a space, and in fact it needed a flat surface for placement and operation.

On October 18 and 19, 1960 the Carrier used Bridge and Building mechanics to pour concrete, place anchor bolts in position and place the Joy compressor on the bolts and fasten it in place.

This is the disputed work to which Claimants say they were entitled under the controlling agreement, citing the Scope Rule, and Rules 31, 33(a) and 57, and incidents of past practice.

The evidence of past practice presented in this record does not carry great weight, but whatever weight we should give it must fall under our interpretation of Rule 57, which reads as follows:

"Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building (in shops), shafting and other shop machinery; ratchet and other skilled drilling, reaming and tapping; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring; engine inspecting; air equipment, lubricator and injector work, removing, replacing, grinding, bolting and breaking of all joints on superheaters; oxy-acetylene, thermit and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work; including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; shipyard machinists' work; and all other work generally recognized as machinists' work."

This Rule is quoted out of context in several places in this record by the Organization.

We hold that, it does not give to Machinists the work here involved, either in part or exclusively, nor does the Agreement before us disclose to whom such work belongs.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 24th day of September, 1963.

**LABOR MEMBERS DISSENT TO AWARD 4292**

The majority is in error in stating that the disputed work to which claimants say they were entitled is the pouring of concrete, and placing of anchor bolts in position. It will be noted from the claim that the disputed work was the installation of the air compressor—work which is done after the cement has been poured. This work comes within the terms of Machinists Special Rule 57 “. . . installing . . . machinery . . .”

The claim should have been sustained.

We dissent.

/s/ R. E. Stenzinger

/s/ E. J. McDermott

/s/ C. E. Bagwell

/s/ T. E. Losey

/s/ James B. Zink