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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6519
Docket No. 6377
2-MP-SM-'73

The Second Division 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 Employee:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement dated November 1, 1955 on September 7, 1971, when they improperly assigned Maintenance of Way Employee (Water Service) the cutting of one and one-half inch steam generator water supply pipe, threading and installing one and one-half inch check valve and connecting pipe ect., at 400 Yard Service Center Steam Generator Power House, North Little Rock, Arkansas.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Worker S. V. Pruss at North Little Rock, Arkansas for four (4) hours at the pro rata rate of pay 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 employee 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.

Parties to said dispute waived right of appearance at hearing thereon.

On September 7, 1970, the Carrier assigned a Water Service Employee of the Maintenance of Way organization to perform certain work at a building housing steam generators at North Little Rock, Arkansas. The Sheet Metal Workers International Association has filed this claim alleging that said work was properly assignable to the Claimant Sheet Metal Workers herein under the controlling agreements between the parties.

Specifically the work performed included the cutting and threading of pipe, the installation of a check valve and the reconnection of the pipe. These operations were performed on a direct extension of a City Water line inside the aforementioned building.

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.

On the basis of the findings, we will sustain the claim.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: E. A. Killian
Executive Secretary

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