

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 dated November 1, 1955 on May 24, 25, 1972, when they improperly assigned Maintenance of Way Employees (Water Service) the cutting, threading, fitting, and installing twenty-two (22) feet of one-half (1/2) inch and three-eighths (3/8) inch pipe at water pump Power House, south side of Diesel Shop, Pike Avenue, North Little Rock, Arkansas.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Workers S. V. Pruss and C. E. Cothran at North Little Rock, Arkansas for eight (8) hours each at the punitive 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 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.

The instant claim arises out of a different facet of the work allocation dispute considered by us in our recent Award No. 6833. As in the earlier case, Petitioner herein alleges a violation by Carrier of the Tripartite Agreement of November 1, 1955 between Petitioner, Carrier and the Brotherhood of Maintenance of Way Employees. We note that this is a case involving third party interests and the Maintenance of Way Employees have filed a submission for our consideration on this record.

On claim dates Carrier assigned water service employees to cut, thread, fit and install water pipe at a recently constructed building housing new electrically driven centrifugal water pumps. The water pumps were part of a new fire prevention system on the property.

Petitioner claims the above allocation violated the Agreement primarily on the ground that "power plant" piping properly is allocated to sheet metal forces. For reasons described with more particularity in our recent Award 6833 we conclude that the building merely housing the fire system water pumps is not thereby rendered a "power plant". Accordingly, the instant claim is without Agreement support and 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  
Rosemarie Brasch - Administrative Assistant

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