

Award Number 4610

Docket Number MW-4654

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Dudley E. Whiting, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
MISSOURI PACIFIC RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That the Carrier violated the Agreement by not assigning to B&B forces the construction and installation of two mail boxes for walls of the Water Service Foreman's office at North Little Rock, Arkansas, April 1 and 2, 1947;

(2) That B&B Mechanic A. W. Garrett be compensated 2 hours at his respective rate because of the Carrier's violation of the agreement.

EMPLOYES' STATEMENT OF FACTS: On or about April 1, 1947 an employe of the Mechanical forces at North Little Rock constructed two wooden mail boxes to be used in the office of the Water Service Foreman at North Little Rock. One of these mail boxes was attached to the side of the Foreman's desk; the other was fastened to the inside of the outer door of the Foreman's office. In addition to attaching this mail box on the door, this Mechanical Department employe also cut a slot in the door in order that persons on the outside could drop mail through this slot into the mail boxes inside the door. The approximate time consumed in the making and installing of these boxes and the time spent in cutting the mail slot in the door was approximately two hours.

A. W. Garrett was a B&B Mechanic regularly assigned with headquarters at North Little Rock B&B Carpenter Shop. Claimant Garrett could have been assigned to perform this work as stated above.

As a result of the Carrier's failure to assign Garrett to this work, he is claiming an equal amount of time as was performed by the Mechanical Department employe. The Carrier has denied the claim.

The agreement in effect between the two parties to this dispute, dated July 1, 1938, and subsequent amendments and interpretations are by reference made a part of this Statement of Facts.

POSITION OF EMPLOYES: The scope rule of the effective agreement states as follows:

"SCOPE: These rules govern the hours of service and working conditions of all employes herein named in the Maintenance of Way

CARRIER'S STATEMENT OF FACTS: 1. There is an agreement in effect between the Carrier and the Brotherhood of Maintenance of Way Employes bearing effective date July 1, 1938, a copy of which is on file with the Board.

2. Some time about April 1, 1947 the Water Service Foreman at Little Rock, who is working under the provisions of the same agreement as the claimant, decided that he needed two small boxes, one approximately 11 inches by 7 inches by 5 inches, and the other 6 inches by 8 inches by 6 inches, one to fasten to the door of the water service building and the other to fasten to a desk. The purpose of these two boxes was to hold mail, the one on the door for the mail to be placed in the box on Sundays and holidays, when the water service employes were not on duty, and the one on the desk to be used the same as any ordinary basket on a desk in an office.

3. The Water Service Foreman felt that the job was very small and went to the carpenter in the roundhouse, the roundhouse being immediately adjacent to the building where the water service forces are employed, and prevailed upon the carpenter in the roundhouse to make these two small mail boxes. They were then attached to the door and to the desk with screws. These mail boxes were not a part of any building or structure.

4. The two mail boxes might well be classed as items of furniture, particularly the one box which was attached to the desk, and the work of manufacturing, repairing and refinishing furniture has never been delegated to any particular craft on the Missouri Pacific Railroad, which fact has been admitted in the records by the Maintenance of Way Employes.

POSITION OF CARRIER: It is the position of the Carrier that the making of mail boxes is a very insignificant job, as is evidenced by the size of the boxes, as shown in the Carrier's Statement of Facts, also by the amount of time claimed by the employes, viz: 2 hours. The work of making a mail box to fasten onto a door, and the work of making a mail box to use on a desk, is not Bridge & Building work, and the Employes have not cited any rule to support their claim in this instance.

The claim is without merit and should be denied.

OPINION OF BOARD: This claim concerns the construction and installation of two small mail boxes, one on the desk and one on the door of a foreman's office. They are to be considered as office furniture or equipment. The petitioner cites no rule of any agreement providing that construction of office furniture or equipment is work belonging to the Maintenance of Way employees, but relies on past practice in the repair or reconditioning of such furniture and equipment. It should be obvious that such practice is inapplicable to the construction of such articles. See our Award No. 4585.

It seems that the installation of one mailbox on the door and cutting a slot in the door should have been assigned to Maintenance of Way employees, but we have no information as to the time required, so no reimbursement will be awarded.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

The Carrier did not violate the Agreement except as stated in the Opinion.

AWARD

The claim is hereby denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois this 18th day of October, 1949.