

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Edward F. Carter, Referee

PARTIES TO DISPUTE:

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

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

(1) That the Carrier violated the Agreement by assigning to extra gang laborers the cutting, threading and laying of pipe in connection with the grouting job at Barrett, June 23 to August 26, 1947;

(2) That Water Service Helper Vincent P. Stoehr should have been assigned to the performance of this work and paid at the Water Service Repairman's rate of pay;

(3) That the claimant be now reimbursed for the difference between what he received at the Water Service Helper's rate and what he should have received at the Water Service Repairman's rate during the period specified in part 1 of this claim.

EMPLOYEES' STATEMENT OF FACTS: During the period June 1 to August 26, 1947 the Carrier performed a grouting job on the Carrier's right-of-way near Barrett, Missouri.

In the performance of this work the Carrier required that lines of pipe be temporarily laid out along the tracks and other pieces of pipe fittings and accessories were used.

Between the period June 1 to June 23, 1947, Water Service Repairmen were assigned to the installation and maintenance of this work. Claimant Vincent P. Stoehr worked on this assignment as a Water Service Helper during this referred to period.

However, commencing June 23, 1947, the Carrier ordered the Water Service Repairmen to turn over certain tools, such as pipe dies, wrenches and hack saws to the section forces, and the Water Service Repairmen were taken off the job.

The track forces continued this grouting operation and track laborers made all the necessary repairs and alterations to the piping used in connection with this work between June 23 and August 26, 1947 when the job was completed.

The Employes contend that a Water Service Repairman should have been continued on this assignment for the purpose of making the necessary repairs and alterations to this piping.

Water Service Repairman Helper Vincent P. Stoehr made claim to this assignment and requested that he be paid account of track forces performing Water Service work.

hose by the use of wrenches for the purpose of cleaning out the grout mixture which had clogged up in the pipes and hose.

The Employees have not cited any rule in the agreement in their handling of this case on the property; they have merely contended that the disconnecting and connecting of the points, as mentioned, and the rethreading of the points was the work of a water service repairman. There is no classification of water service repairman's work in the agreement with the Maintenance of Way Employees, and such work as was done by the grouting gang could not, by any stretch of the imagination, be water service repairman's work. What they did was nothing more than what the section man might do by way of sharpening axes, scythes, or otherwise repairing tools or making adjustments and minor repairs to a motor car, a tamper or other such power tool. The Employees have also contended that the claimant, who was a helper, should have been promoted to position of water service repairman. The question of the claimant being capable of promotion to position of water service repairman is neither denied or affirmed by the Carrier but it is contended by the Carrier that what was done by the grouting gang, which work was of incidental nature and performed only when it was necessary in the regular course of the day's work, was not work to be performed by the water service repairmen, and the claim should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The Carrier installed a pressure grouting machine at Barrett, Missouri, on June 5, 1947, for the purpose of forcing concrete under pressure into the voids in the roadbed under two main tracks for the approximate distance of 1,500 feet. The grouting machine is described as a home-made affair. The air compressor and cement mixer were procured from the Bridge and Building Department and the pump and pipe from the Water Service Department. The air compressor and mixer were installed by B&B and grouting gang employees. The pump and pipe lines were laid by water service repairmen, claimant being one of the latter. The grouting drum and hose were furnished by the Store Department. After the air and water service lines were placed in operation the water service employees were relieved. When the job was completed, water service employees dismantled the piping. It is the contention of the claimant that he should have been retained on the job as a water service employee from June 24, 1947, when he was relieved, until August 26, 1947, when he was called back to assist in dismantling of the machine when the job was completed.

The record shows that in the operation of the grouting machine during the period for which claim is made, it was necessary for the grouting gang to disconnect some of the pipe and hose connections because of clogging difficulties. It is also shown that in the ordinary operation of the machine that damage occurred to the threads on the point which was used to inject the cement mixture into the ground. Claimant contends that this was water service repairman's work and that the Agreement was violated when this work was performed by the grouting gang employees.

We think this is work which is incidental to the work of a grouting gang. The fact that grouting employees had occasion to use a pipe wrench or to run a die over a damaged thread is not conclusive proof that the work belonged exclusively to water service employees. It was work which was incidental to the primary work of the grouting gang employees. There is no classification of work rule in the Agreement which specifies this work as that of water service employees. The Agreement does not contemplate that a representative of every craft should be present at every operation to perform every minute piece of work having resemblance to that of each craft. This would result in an absurd interpretation of the Agreement and an indeterminable number of employees to perform a small amount of work. We find no rule or practice which sustains the contentions of the Organization in this dispute. A denial award is required.

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 Employees involved in this dispute are respectively carrier and employees 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

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 21st day of April, 1950.