

SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES) Brotherhood of Maintenance of Way Employees
TO) and
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

- "I. The Carrier violated the Agreement of July 1, 1967, especially Rule 1 and Rules 2-1, 2-2 and 5-4, when on November 5, 6, 7 and 9, 1969, it assigned Car Department welders and painters to perform work on truck bed used in cleaning track in Gravity Yard, Pine Bluff, Arkansas. Truck #2012 is a dump type truck, 12 feet long, and the work consist of making four feet iron sides and tail gate bed on it.
- "II. The Carrier shall now be required to pay Roadway Machine Mechanic Foreman C.H. Hercher, Roadway Machine Mechanic E.W. Thomas and Welder Guy B. Gaddy for 32 hours each, and Painter Ray Boyter for 8 hours, at their respective straight time rate of pay, for time consumed by Car Department employes in performing this work on Truck #2012 on November 5, 6, 7 and 9, 1969.
- "III. The Carrier shall be required to pay, in addition to the money amounts claimed herein, an additional amount of 10% per annum compounded annually on the anniversary date of the claim.

FINDINGS:

The issue to be resolved in this dispute is identical to that in Award No. 3 of this Board. In that Award, the Board found:

"FINDINGS: The employees state that on or about May 3, 1954, the work of constructing two truck bodies was assigned to and performed by the Southwestern Transportation Company's employees who hold no seniority rights under the provisions of the Maintenance of Way Employees' Agreement with this Carrier and that the Southwestern Transportation Company's employees installed a new motor in Truck No. 1590 during the week of August 9 to 14, 1954, which was a violation of the effective Agreement.

"That the truck bodies are constructed for trucks used by Maintenance of Way traveling Roadway Machine Mechanics and that Truck No. 1590 was used by bridge and building painters and that this work referred to is of the character that has heretofore been performed in Carrier's repair shop located at

Pine Bluff, Arkansas by Roadway Machine Mechanics and Helpers under the supervision of a Roadway Machine Mechanic Foreman. Employees holding seniority as Roadway Machine Mechanics Foreman, Mechanics and Helpers were available and could have efficiently performed the work described.

"The Carrier states that it has in service a number of automotive vehicles such as trucks and different types of passenger automobiles and this equipment has been maintained by local garages at points where trucks or automobiles are located or by the Southwestern Transportation Company at Texarkana or by Roadway Machine Mechanics at Pine Bluff, Arkansas and Tyler, Texas, depending on the circumstances in each case.

"The Carrier further states that some bodies for trucks have been built by the Southwestern Transportation Company and a few metal bodies have been built by the Carrier Welders and Tinner's at Pine Bluff.

"The Carrier further states that the claimants do not hold the exclusive right to build truck bodies or install new motors. They have done some of this work but it has been work that they performed at the discretion of management."

"The Board finds from the evidence presented at the hearing that it has been the practice of the Carrier to have truck bodies made and new motors installed by garages and other outside concerns and by its own employees and that the claim, as presented, is not work generally recognized as work to be exclusively performed by Roadway Machine Mechanics Foreman, Roadway Machine Mechanics and Helpers, nor, have the employees shown that any Rule of the effective Agreement grants to them the exclusive right to perform this work."

The Organization argues that Award No. 3 is not applicable because the work performed in that situation was at Texarkana and the work performed in this dispute was at Pine Bluff. The Board does not agree. If the Organization is to prevail on past practice, it must be shown by the Organization that the past practice is system-wide. It is clear from Award No. 3 that it is not the practice on this Carrier to use exclusively Maintenance of Way employees to perform the work involved.

AWARD

Claim denied.

M. Kumas
Neutral Member

M. L. Erwin
Carrier Member

A. J. Cunningham
Organization Member

Date: March 18, 1977