

C O P Y

AWARD NO. 3

CASE NO. 3

SPECIAL BOARD OF ADJUSTMENT NO. 280

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

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement when they assigned the work of constructing two truck bodies and the installation of a new engine in Truck No. 1590 to the Southwestern Transportation Company, whose employees hold no seniority rights under the provisions of this agreement;

(2) The employees holding seniority as Roadway Machine Mechanic Foreman, Mechanics and Helpers each be paid at their respective straight time rates of pay for an equal proportionate share of the total man-hours consumed by the Southwestern Transportation Company's employees in performing the work referred to in Part (1) of this claim."

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 Tanners 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.

AWARD: Claim denied.

(s) Thomas C. Begley
Thomas C. Begley, Chairman

(s) A. J. Cunningham
A. J. Cunningham, Employee Member

(s) M. L. Erwin
M. L. Erwin, Carrier Member

Tyler, Texas
September 30, 1959