

Award No. 2675

Docket No. 2528

2-MP-CM-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the carrier violated the terms of the agreement signed at New York on June 4, 1953, effective June 1, 1953, when they arbitrarily changed the classification and rates of pay of freight carmen in the Reclamation Plant, Sedalia, Missouri, from freight carmen drawing \$2.135 per hour to carpenters drawing \$2.095 per hour.

2. That the carrier be ordered to comply with Article 1(a) of the New York Agreement by restoring to their proper classification the employes in the Reclamation Plant and by reimbursing them all monies deducted at the current bank rate of six percent, increasing their rate from \$2.095 per hour to \$2.135 per hour.

EMPLOYEES' STATEMENT OF FACTS: A reclamation plant consisting of all crafts, with the exception of boilermakers who have since been employed in the reclamation plant, was established at Sedalia, Missouri, in the year 1926. The rates of pay established at that time were sub-standard, however, from time to time through negotiations these rates of pay were all standardized in unison with the rate of employes in the back shops and train yards, that is, with the exception of the welders.

There were two rates of pay for carmen mechanics—one group performing work classified under Subdivision No. 4, which includes mill work in this instant case, draws the passenger car rate; the other group, consisting of all other carmen, performing work covered under the freight carmen's classification, namely; building and repairing motor cars, lever cars, hand cars, station trucks and various types of carpenter work and equipment on baggage wagons, flat wagons for freight house use, crossing signs, safety arms, telephone booths, all kinds of bins, racks, pallets and skid boxes which are used

“(b). At points where forces are under separate Master Mechanics, Shop Superintendents or District Supervisors of electricians, separate seniority lists will be maintained.

“(c). Separate seniority lists will be compiled by the Shop Superintendent and/or Master Mechanic as of January first and July first of each year for each craft and seniority subdivision thereof as listed hereunder. Seniority dates shall be considered permanently established if not protested in writing within thirty (30) days from time of second posting. Seniority rosters will be approved by Shop Superintendent and/or Master Mechanic and local committee, and copies thereof will be furnished the local and general committees.

Craft	Seniority Division
	* * * * *
Carmen	No. 1 Patternmakers
“	No. 2 Upholsterers
“	No. 3 Painters, Silver Platers
“	No. 4 Wood Mill Mechanics, Coach Builders and Locomotive Carpenters (applicable at St. Louis Ewing Avenue, Kansas City, Sedalia, Little Rock Back Shops only)
“	No. 5 Freight Car Truckmen and Oilers
“	No. 6 All Other Carmen
“	No. 7 Apprentices
“	No. 8 Coach Cleaners

“Helpers of all classes hold seniority in subdivision in which employed.

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You will note paragraph (a) states that “Seniority . . . shall be confined to the point and **seniority subdivision** employed,” and it should also be observed that wood mill mechanics (carpenters) and locomotive carpenters are confined to seniority subdivision No. 4, whereas freight carmen are confined to seniority subdivision No. 6 (all other carmen).

So it is conclusive that carpenters in the reclamation plant are not freight carmen, have never been recognized as such by the organization or the carrier, and that the work these carpenters perform is in no way comparable to the work performed by freight carmen. They are confined to a different seniority subdivision by the provisions of Rule 25 (c) of the Shop Crafts Agreement between the same parties as those here before your Board. To now contend that carpenters in the reclamation plant are freight carmen within the meaning of the language contained in the New York Agreement, and are thus entitled to the monetary provisions of that Agreement, is to beg the question and fly in the face of the historic distinction which has always been recognized by both parties.

There is no agreement support for this request and it should be denied.

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.

The parties to said dispute were given due notice of hearing thereon.

The basic issue here is whether carpenters in the Sedalia Reclamation Plant are "freight carmen" within the coverage of the agreement of June 4, 1953. In the rules' agreement they are listed as "Carmen-Carpenters" and on June 4, 1953 they were receiving the freight carmen's rate of pay.

It appears that the term freight carmen has been used to describe mechanics of the carmen's craft who are not passenger carmen, because the latter receive a premium rate of pay. The employes here involved were so described in an agreement dated August 10, 1945, which provided in part as follows:

"Section 1. In order to establish a differential of not more than seven cents (7c) per hour between the minimum basic rates of pay of freight car mechanics and those of passenger car mechanics as now contained in agreements on the individual carriers, it is hereby agreed that the minimum basic hourly rates of pay for freight car mechanics on the carriers parties hereto shall be as follows:

* * * * *

Sedalia Reclamation Plant (Missouri Pacific)..... .97

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The four-cent (4c) increase provided by the June 4, 1953 agreement was applied to the rates of pay of the carpenters here involved. The carrier asserts that such application was an error. No attempt was made to change it until January 27, 1955 and no actual change was effected until December 1, 1955.

Upon this record we find that the carmen-carpenters in the Sedalia Reclamation Plant are comprehended by the term freight carmen in the June 4, 1953 agreement.

The claim seeks interest but there is no basis therefor in the rules and this Board is not a court of general jurisdiction, so such request must be denied.

AWARD

Claim sustained except that the claim for interest is denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION**

**ATTEST: Harry J. Sassaman
Executive Secretary**

Dated at Chicago, Illinois, this 26th day of November, 1957.