

Award No. 172
Docket No. 190
2-MP-MA-'37

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)
MISSOURI PACIFIC RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: That Machinist J. F. Allen, North Little Rock, Arkansas, be paid for shortage due to being required to check out while handling grievances in roundhouse—total amount involved 4 hours and 20 minutes at rate of 81¢ per hour.

EMPLOYEES' STATEMENT OF FACTS: Mr Allen is employed as machinist at North Little Rock shops; he is duly elected chairman of Machinist Lodge No. 325, which includes machinist employees in both back shop and roundhouse at that point. Mr. Allen was, on December 1, 2, 4, 7, and 8, required to check out at back shops for the purpose of handling grievances with master mechanic of roundhouse, being penalized the amount as set forth in claim.

POSITION OF EMPLOYEES: We take the position that the management in requiring Mr. Allen to check out of back shop, with the resulting loss of time, for the purpose of handling grievances in roundhouse, violated Rule 31 (a) and (b) of wage agreement.

• “Rule 31 (a). Should any employe subject to this agreement believe he has been unjustly dealt with, the case shall be taken to the Foreman, General Foreman, Master Mechanic or Shop Superintendent and Superintendent, each in their respective order, by the duly authorized local committee or their representative. Stenographic report of the investigation will be taken if requested; the aggrieved employe and his representative shall be furnished a copy.

(b) All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen or other employe representation.”

Employees' Exhibit A, letter, indicates that Mr. Hubener by his contention assumes an attitude of discrimination. Employees' Exhibit B, letter signed by Mr. Garber (third paragraph), is an admission of violation, and to substantiate this claim we respectfully refer the Board to Rule 31 (d):

“Rule 31 (d). Should the Chief Mechanical Officer and the aggrieved employe or his representative fail to agree, appeal may be made to the highest official designated by the railroad for handling appeals. If further appeal is taken, it shall be handled in accordance with the Railway Labor Act.”

which governs cases of this nature insofar as pay is concerned.

We also respectfully refer the Board to the fact that committeemen of other crafts, with the exception of boilermakers, had not, prior to time this case was appealed to Mr. Clements, been required to check out of back shop when handling grievances in roundhouse.

conferences between officials and local committees at other than between "local officials and local committees in the North Little Rock back shops," is denied, as there are no rules in our agreement to support their claim.

While our schedule rules are not identical with those of the National Agreement, the essence thereof is the same, and the interpretation placed thereon by the Assistant Director during Government control clearly defines the intent of the National Agreement rule, viz:

Rule 35 of the National Agreement:

"... All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen."

Interpretation of Assistant Director:

"Beg to advise that it was not the intent of this rule to allow local committees to hold conferences with officers of various departments as outlined during working hours without loss of time.

The rule was intended to permit local committeemen in the maintenance of equipment department to handle grievances with the local officials having jurisdiction over such department without loss of time by having conferences arranged during working hours to handle such matters, and was intended to provide similar arrangements for local committees in the maintenance of way and other departments."

Employees on the Arkansas Division are separate and apart from those of the back shops; the seniority rosters are separate and apart, and for all intent and purposes it is a separate and distinct department, the back shops being under the jurisdiction of Mr. A. Hubener, shop superintendent, and confined to the one point—Little Rock, whereas those under the jurisdiction of the Division master mechanic, Mr. E. R. Hanna, are at several different points on the Arkansas Division, headquarters of the master mechanic being at Little Rock, Arkansas.

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.

Paragraph (b) of Rule 31, which refers to "local officials," means those officers located at such local point, up to and including the master mechanic or shop superintendent, and provides that no loss of time will be suffered by "committeemen or other employe representation" when handling grievances with such officials.

AWARD

Claim of employes sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 9th day of August, 1937.