

Award No. 242

Docket No. 244

2-MP-BM-'38

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**RAILWAY EMPLOYES' DEPARTMENT, A. F. OF L.
(BOILERMAKERS)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That Jasper Fletcher, leadman, employed at North Little Rock, was not a leadman as contemplated in Rule 27 of the Missouri Pacific agreement, but was assuming the duties of gang foreman or that of an assistant boiler shop foreman and should be so compensated for time worked.

EMPLOYEES' STATEMENT OF FACTS: On or after September 5, 1935, Mr. Jasper Fletcher was assigned by bulletin to the position of lead boilermaker, Exhibit A, and worked in this capacity until June 8, 1937, when the job was abolished.

Rule 27 of our present agreement provides that: "In small gangs a lead workman may be assigned, who in addition to performing regular work of his class will take the lead and will assign and direct the work of other members of the gang. For such service a differential rate of five cents per hour will be paid in addition to the established rates for his class."

CARRIER'S STATEMENT OF FACTS: Prior to January 14, 1935, our night boilermaker force at North Little Rock shops consisted of—

- 2 boilermakers—welding flues into locomotives
- 2 boilermaker helpers—working in the flue rattler house

Effective January 14, 1935, this force was increased:

- 2 boilermakers—Class A
- 2 boilermakers—Class B
- 1 boilermaker helper

establishing a force of:

- 4 boilermakers—Class A
- 2 boilermakers—Class B
- 3 boilermaker helpers

9 Total

This night force was augmented for the specific purpose of handling a new schedule work program that included the installation of an average of four new fire boxes per month.

Boilermaker Fletcher was included in the number of men transferred from the day to the night shift on January 14, 1935.

"Rule 30. Should an employee be assigned temporarily to fill the place of a foreman he will receive the established rate of the position and be governed by working conditions and rules of such position."

which is not applicable in this case.

Even though the employees' contentions, viz.:

"We contend that he was performing the duties of a foreman and receiving the lead workman's wages for such service" (quotations from Mr. Clark's letter of August 11, 1937, to Assistant General Manager Clements)

were granted, there is no rule in our wage agreement that gives to the shop employee a voice in what rate of pay the carrier establishes for foremen, as supervisory foremen are not covered in the scope rule of our wage agreement with the shop employees dated July 1, 1936.

The carrier denies the employees' contentions that Mr. Fletcher performed the duties of a supervisory foreman during the period of his service as a lead workman in the night boiler gang in the Little Rock shops during the period September 5, 1935, to June 8, 1937, and further desires to call attention to the fact that if your Honorable Board should sustain the employees' contentions that Mr. Fletcher was performing the duties of a foreman, there could be no monetary claim involved in this case for the reason that there is no wage agreement rule or understanding that gives to the boilermakers' organization a voice in rates of pay established by the carrier for its supervisory forces.

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 employees 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.

Between September 5, 1935, and June 8, 1937, Jasper Fletcher did not perform regular work of his class as provided for in Rule 27.

Rates of pay for foremen are not provided for in current agreement.

AWARD

Claim of employes in respect to the duties assigned to Jasper Fletcher, not being such as contemplated in Rule 27, is sustained.

Claim of employes for foreman's compensation cannot be passed upon by this Division. The rules of the current agreement do not apply in this instance.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 8th day of June, 1938.