Award No. 999

Docket No. 925

2-MP-MA-'44

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYES' DEPARTMENT, A. F. OF L. (MACHINISTS)

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

a. That the carrier at Kansas City, Missouri, violated provisions of controlling agreement wherein they assigned to Maintenance of Way employes duties of removing and repairing and installing conveyor chain of coal loader at Kaw Bridge Station (west yards).

b. 1—That classification of work of nature outlined in (a) of claim be reassigned to machinist craft.

2—That as result of violation Machinists A. W. Bird and C. H. Howard and Helpers J. H. Bergham and E. L. Chunn be compensated each in amount equal to 8 hours at rate of time and one-half, to which they would have been entitled had they been properly called under provisions of Rule 4 of controlling agreement.

EMPLOYES' STATEMENT OF FACTS: At Kansas City, Missouri, carrier maintains large backshop and roundhouse forces

1. Assigned two and three shifts; roundhouse hours 8:00 A. M. to 4:00 P. M., 4:00 P. M. to 12:00 M. and 12:00 M. to 8:00 A. M.
2. Machine shop two shifts, first shift 8:00 A. M. to 4:30 P. M., with thirty minutes for lunch and a skeleton force 4:30 P. M. to 1:00 A. M., with thirty minutes for lunch.
3. Two machinists and two helpers are regularly assigned to duties known as maintenance work which includes repairs to coal chute, cinder conveyors, turntable, wrecker, clam shells, shop machinery, washout plants and pumps and maintenance of way machinery of a miscellaneous nature.
4. A coaling station is maintained in west yards known as Kaw Bridge station. This coaling station or coal loader is used principally for refueling switch engine, in service in west yards.
5. A crew of employes, known as maintenance of way department, is maintained at Kansas City, the duties of which are defined in controlling agreement between Missouri Pacific Railroad Company and maintenance of way employes.

this case on appeal by the general chairman to the chief mechanical officer, as well as to the chief personnel officer, the claim was for a "call" for overtime in favor of two machinists and two helpers. In neither the local chairman's original grievance nor on the appeal made by the general chairman did the complainants specify the names of the employes in whose behalf they are filing a monetary claim, such as they have now embodied in their statement of claim filed with the National Railroad Adjustment Board.

The repair work on this direct coaler was performed by bridge and building department employes during their regular hours of duty—8:00 A. M. to 5:00 P. M. There was no overtime expense whatsoever involved on the job.

With respect to the claim now presented to the National Railroad Adjustment Board, i. e., eight hours pay at rate of time and one-half in favor of Messrs. Bird, Howard, Bergham and Chunn:

All four of these employes are employed in the East Bottoms roundhouse at Kansas City. Bird and Howard are working on assignments 8:00 A. M. to 12 Noon and 12:30 P. M. to 4:30 P. M. Chunn and Bergham are on assignments 8:00 A. M. to 4:00 P. M. Each of them worked their respective assignments in East Bottoms roundhouse on September 15, 1942, and each were paid at their respective classification and rates of pay for the service they performed on that date—eight hours pay at their prescribed rates of pay for mechanics and helpers, respectively. They suffered no monetary loss whatsoever resulting from conditions growing out of this dispute.

The Carrier wishes to repeat its contentions in this case:

(1st) That it is not properly before the Board account not having been handled to a conclusion on the property as provided for in Section 3, Paragraph I, of the Railway Labor Act.

(2nd) That the rules and practices under our wage schedule agreements with the complainant organization do not justify an award sustaining the organization's claim presented to the National Railroad Adjustment Board.

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 evidence of record supports the conclusion that the work involved in this proceeding was not performed in the Maintenance of Equipment Department, subject to the controlling agreement effective July 1, 1936, and that its assignment to Maintenance of Way employes did not constitute a violation of that agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 16th day of March, 1944.