

Award No. 1316

Docket No. 1247

2-MP-MA-'49

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Machinists)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement Machinist Helper O. C. Gray was unjustly deprived of his service rights when Machinist M. M. Avery was improperly assigned to perform machinist helpers' work on tenders of Locomotives Nos. 162 and 10, between 11 P. M. on March 14, and 7 A. M. on March 15, 1948.

2. That accordingly the carrier be ordered to additionally compensate this employe in the amount of six hours at the time and one-half rate as though he had performed the aforesaid work.

EMPLOYES' STATEMENT OF FACTS: Machinist Helper O. C. Gray, hereinafter referred to as the claimant, was employed as such by the carrier in the roundhouse at McGehee, Arkansas, with a seniority date of December 24, 1942, and his regular assignment of hours were from 3 P. M. to 11 P. M.

The carrier elected to have repairs made to tenders of locomotives Nos. 162 and 10 during the 11 P. M. shift, beginning on March 14, 1948, and thereupon assigned Machinist M. M. Avery, employed on said shift from 11 P. M. to 7 A. M., to make the necessary repairs to these tenders.

The repairs made to these tenders of locomotives Nos. 162 and 10 are described in, and affirmed over the signature of Machinist Avery in copies submitted of statements, respectively identified as Exhibits A and B. The amount of time revoted to the repairing of each of these tenders by Machinist Avery is set forth in the submitted copy of letter, dated May 22, 1948, signed by Local Chairman Griffith, identified as Exhibit C.

Overtime worked for both machinists and machinist helpers at this point is assigned in accordance with overtime boards, and the claimant was first out on the helpers' overtime board after 11 P. M. on March 14, the close of his shift, but the carrier did not elect to call him for the tender work to which Machinist Avery was assigned.

The agreement, effective July 1, 1936, as subsequently amended in the reprint of September 1, 1946, is controlling.

POSITION OF EMPLOYES: It is submitted that under the provisions of the classification of work of machinist helpers in the aforesaid agreement, identified therein as Rule 53, in part reading:

"Helpers' work shall consist of * * * Locomotive tender truck and draft rigging work; applying and removing engine truck, trailer and

together performed the work which was done, then it would not have been necessary to have a helper assist in the work.

There was no violation of either Rules Nos. 52 or 53, and the claim is without merit and 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 record is not sufficient to enable the Board to render an intelligent award; therefore, the case is remanded to the parties.

AWARD

Case remanded per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 3rd day of June, 1949.