

Award No. 1874

Docket No. 1690

2-MP-FT-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Lloyd H. Bailer when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (Federated Trades)**

MISSOURI PACIFIC RAILROAD COMANY

DISPUTE: CLAIM OF EMPLOYEES: (1) That under the current agreement the Carrier improperly assigned other than Shop craft employes to make repairs to mechanical tie tamping machine MT 13 in the roundhouse at Osawatomie, Kansas on December 21, 26, 27, 28 and 31, 1951.

(2) That accordingly the Carrier be ordered to additionally compensate the employes hereinafter listed in the amount set forth following each list of employes.

Machinist R. R. Magill
Mach. Helper C. L. Chancellor

Machinist C. D. Randall
Mach. Helper Glenn Stevens

Machinist George Weekly
Mach. Helper C. C. Burns

Machinist C. O. Icenogle
Mach. Helper C. I. Burnett

Machinist G. W. Ricketts
Mach. Helper J. A. Landers

Each in the amount of six (6) hours and forty-eight (48) minutes at the rate of time and one-half.

Sheet Metal Worker R. C. Diehm

In the amount of four (4) hours at the rate of time and one-half.

Boilermaker (name to be furnished following final determination.)

In the amount of four (4) hours at the rate of time and one-half.

As set forth in carrier's statement of facts, Paragraph 8, a dispute concerning the making of repairs to work equipment referred to in Rule 52 (c) did arise at North Little Rock on July 1, 1938, but was composed in conference as reflected by the quoted correspondence between General Chairman Keller and Messrs. Clements and Garber.

The mere fact that the maintenance of way operator and repairman made certain light repairs to MT-13 while stored in an unused stall at the roundhouse at Osawatomie from December 17, 1951 to February 15, 1952 offers no support for the contention of these four shop crafts organizations that a continuous practice of more than 50 years should now be set aside in the absence of any showing that the work in question has been contracted to them.

The contentions of the employes are without agreement support, contrary to more than 50 years of continuous practice without complaint, and are nothing more than an effort to gain additional work to which they are not entitled at the expense of other employees who have performed the work in question for many, many years.

Accordingly, these claims 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 employee or employees involved in this dispute are respectively carrier and employee 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.

In addition to operating equipment or roadway machines such as the Multiple Tie-Tamper MT-13 here involved, employees in the Maintenance of Way Department have also been responsible, as a matter of past practice, for conducting day to day maintenance thereof, including minor or light repairs. The operators have performed this work with the assistance of motor car repairmen, who are members of the same department. When overhaul or major repairs have been necessary, carrier has sent such equipment to its Reclamation Plant at Sedalia, Missouri. Said major repairs have there been performed by shop craft employees in the Maintenance of Equipment Department.

It is clear that the essential distinction between repair work which may properly be performed by Maintenance of Way Employees and by members of the Maintenance of Equipment Department is whether or not such work involves light or heavy repairs. In fact, the intent of Machinist Rule 52 (c) of the controlling agreement is that normal maintenance and light repair work on equipment may be performed by operators and other employees away from the back shops, but that heavy repairs are to be performed in said shops by employees covered by the subject controlling agreement.

In the instant case, on specified dates in December 1951 an operator and a motor car repairman performed certain repair work on the MT-13 while it was stored in the roundhouse at Osawatomie, Kansas. The work consisted of installing new piston rings, grinding the valves, applying engine shields and changing out the storage battery. According to carrier's records, the time so consumed totalled forty man-hours.

This work cannot be classified as day to day maintenance, or minor or light repairs. It was clearly a major repair operation, and as such should have been performed by shop craft employees in the Maintenance of Equip-

ment Department. It is no defense for carrier to say it was proper for Maintenance of Way employes to perform this work simply because the MT-13 was not sent to the Sedalia Reclamation Plant. If we were to so hold, carrier could with impunity divert much major repair work to Maintenance of Way employes by failing to send equipment to Sedalia, for there are other locations on its property where at least some major repairs can be made. Such a policy would be in violation of the above-noted past practice with respect to division of work.

In view of the foregoing, we are of the opinion and find that carrier has violated the agreement in this matter, and that the shop craft employes at Osawatomie, Kansas who otherwise would have performed this work should be compensated at appropriate hourly rates for the amount of time that would have been spent in performing same. The information presently before us is insufficient to permit this Division to allocate the appropriate amounts of compensated time among the claimants, however. This part of the claim is therefore remanded to the parties for the purpose of further discussion, and possible agreement, on the matter of compensation due.

AWARD

Sustained in part and remanded in part, in accordance with Findings above.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January, 1955.