

Award No. 3624

Docket No. 3181

2-MP-CM-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee James P. Carey, Jr., when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Carmen)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement Carman Welder E. R. Mann was improperly compensated for 15% hours on July 17th and 18th, 1957; Carman Leadman T. R. Cass was improperly compensated for 23% hours on July 17th and 18th, 1957, when the Missouri Pacific Railroad Company refused to compensate them at their regular assigned hourly rate when called for wrecking service.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to pay Carman Leadman T. R. Cass and Carman Welder E. R. Mann their regular assigned rate of pay.

EMPLOYEES' STATEMENT OF FACTS: The Missouri Pacific Railroad Company, hereinafter referred to as the carrier, maintains a wrecking derrick and regular assigned wrecking crew at Coffeyville, Kansas, and on July 17, 1957 a derailment occurred 4 miles east of Neodesha, Kansas, at which time the wrecking derrick and regularly assigned wrecking crew were called from Coffeyville, Kansas at 8:00 A. M. to go to the derailment. The crew and derrick departed Coffeyville at 9:30 A. M. and proceeded to Neodesha and after the reraillment was completed they returned to Coffeyville at 5:40 A. M. the following morning, July 18th, 1957.

There is no dispute in regard to paying the wrecking crew, other than Mr. E. R. Mann, carman welder, and Mr. T. R. Cass, leadman, hereinafter referred to as the claimants, who were deprived of the rate of their regular assignments, or a difference of 6¢ per hour. However, as outlined in Mr. B. W. Smith, Chief Personnel Officer's letter of March 20, 1958, to General Chairman W. H. Bond, herewith submitted as employees' Exhibit A, it will be noted that the carrier agreed to pay Claimant E. R. Mann in the amount of 8 hours @ 6¢ per hour, or a total of 48¢, and payment was made to the claimant on the first period payroll of April 1958, copy of Auditor of Disbursements, Mr. A. A.

Claimants received the same rate of pay as other carmen who were members of the wrecking crew and performed the same work. No provision of the agreement requires the carrier to pay the two claimants at a greater rate than the rate provided for the work performed. The agreement was not violated and the claim must 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 meanings of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The record indicates that claimants are not regularly assigned to the wrecking crew although occasionally used in that capacity. Carman Cass is a regularly assigned Leadman on the rip track and Carman Mann is a regularly assigned welder on the repair track. Each claimant is paid a premium of 6 cents per hour on his regular assignment. When these employes were engaged in wrecking service on July 17 and 18, 1957 the carrier was required, under the provisions of Rule 11 of the applicable agreement, to pay them the higher rate of their established assignment. In performing wrecking service pursuant to the carrier's instructions, claimants were temporarily filling the places of other employes within the meaning of Rule 11.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 9th day of January, 1961.