

**Award No. 4779**

**Docket No. MW-4669**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Mortimer Stone, Referee**

---

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

**MISSOURI PACIFIC RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood:

(1) That the Carrier violated the agreement by not assigning to B&B forces the repairing and varnishing of a desk for the General Superintendent's office at Little Rock, Arkansas on March 31, 1947;

(2) That B&B Mechanic H. L. McLendon be compensated 16 hours at his pro rata rate because of the Carrier's violation of the agreement.

**EMPLOYEES' STATEMENT OF FACTS:** In March of 1947, the Carrier issued Store Order No. 1282 for the repairing and varnishing of a desk for the General Superintendent's office at Little Rock, Arkansas.

This work was assigned to the Mechanical Department forces at the Coach Shop at North Little Rock, Arkansas. The Mechanical Department forces removed the old varnish from the desk referred to, made the necessary repairs to it and refinished this desk. In addition to the above work the Mechanical Department forces applied a plastic type composition top to this desk. This composition top was glued down and then held in place by a trim of the same material around the top edge of the desk, held in place by screws. The approximate time consumed by the Mechanical Department employees in the performance of this work was a total of 16 hours.

H. L. McLendon is a B&B Mechanic regularly assigned with headquarters at North Little Rock B&B Carpenter Shop on the Arkansas Division. McLendon has made claim that he was available for the performance of this work and that because of the Carrier's failure to assign him, he has requested that he be paid 16 hours at his respective rate, pro rata. The Carrier has declined the claim.

The Agreement in effect between the two parties to this dispute dated July 1, 1938, and subsequent amendments and interpretations are by reference made a part of this Statement of Facts.

**POSITION OF EMPLOYES:** The scope rule of the effective agreement states as follows:

"SCOPE: These rules govern the hours of service and working conditions of all employees herein named in the Maintenance of Way Department and sub-departments thereof (not including supervisory forces above the rank of foremen) as follows:

- (a) Bridge and Building Department:  
Foremen

**OPINION OF BOARD:** The Carrier issued a store order for repair and varnishing of a desk for the General Superintendent's Office at Little Rock, Arkansas, and in addition, a plastic composition top was attached. This work was assigned to and performed by the forces of the Mechanical Department of the Coach Shop at North Little Rock.

The Committee contends that such work is covered by the Maintenance of Way Agreement and seeks compensation for 16 hours' work in behalf of a B&B Mechanic.

This same issue has three times been ruled on by this Board since the instant claim was made and progressed here, all on claims arising on the property of this same Carrier and for work performed in the same shop: Award 4512 with Referee Wenke, Award 4585 with Referee Carter, and Award 4610 with Referee Whiting. Both consistency and reason require us to follow these precedents.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

The Agreement was not violated.

#### AWARD

Claims (1) and (2) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. I. Tummon  
Acting Secretary

Dated at Chicago, Illinois, this 21st day of March, 1950.