

SPECIAL BOARD OF ADJUSTMENT NO. 279

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
versus
MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT

OF CLAIM: Claim of the System Committee of the Brotherhood that:

- (1) The Carrier violated the effective Agreement by not bulletining for bids the re-established position of Traveling Shop Mechanic on the Hoisington and Horace Subdivision, which position was re-established on or about October 10, 1958.
- (2) The Carrier violated the seniority provisions of the Agreement by failing to assign senior B&B Mechanic Ernest J. Kaiser, Gang No. 6, to the preferred assignment of Traveling Mechanic.
- (3) Claimant Ernest J. Kaiser be now compensated 4 hours' pay at his pro-rata rate for time lost on November 17 and December 4, 1958, and 8 hours' pay for time lost on January 20, 1959, when a junior employe was allowed to work full time on these respective dates.
- (4) The Carrier promptly post for bids the position of Traveling Shop Mechanic, Hoisington and Horace Subdivision, with appropriate rate of pay.

FINDINGS: On September 12, 1958, the Carrier abolished the position of Traveling Shop Mechanic with headquarters at Hoisington. It is the contention of the Employes that the detachment of a member of B&B Gang No. 6 to perform work away from the gang constituted a reestablishment of that position. The only Agreement exhibited relative to Traveling Mechanics simply establishes a pay rate "where such positions are established" and it is shown that in some instances individuals have been sent out from gangs to perform work but reporting their time to the gang, thus it appears that the Carrier has an option to establish a position of Traveling Mechanic or to utilize members of established gangs to perform detached service.

In this case it appears that during the period mentioned in the claim Carrier had elected to accomplish work by the latter method, utilizing a mechanic assigned to B&B Gang No. 6 to perform work sometimes with the gang and sometimes away from it.

Under the circumstances there is no validity to the claim that the position was reestablished or that the Carrier was required to reestablish it, hence the claim is not valid.

AWARD: Claim denied.

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(s) Dudley E. Whiting

Dudley E. Whiting - Chairman

(s) A. J. Cunningham

A. J. Cunningham - Employe Member

(s) G. W. Johnson

G. W. Johnson - Carrier Member