

Award No. 668

Docket No. 644

2-TPMP-CM-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 121, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

**TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL
RAILROAD OF NEW ORLEANS**

DISPUTE: CLAIM OF EMPLOYES: That supplying of material to carmen by Shop Laborer Joe Lewis, at Gouldsboro shops, New Orleans, Louisiana, is a violation of Rule 83 of the current agreement, and that H. H. Miller, a furloughed carman helper at Texarkana, be compensated for all time that Laborer Joe Lewis was assigned to the handling of material.

EMPLOYES' STATEMENT OF FACTS: Joe Lewis, is classified and paid as a shop laborer. At Gouldsboro shops the store department places material to be used on cars in stack piles, bins, containers and platforms at designated points in shop and repair track limits.

As cars arrive for repair they are inspected and checked and workmen are assigned to perform necessary work. Lists of material are prepared and orders issued to deliver same to the carmen at cars designated.

In March of 1940 it was observed that instead of a carman helper being assigned to the task of delivering material to the carmen, the carrier had assigned shop Laborer Joe Lewis, to this work. The employes' committee called this violation of Rule 83 to the attention of Mr. J. B. Ferrell, car foreman, Gouldsboro. Failing to secure a satisfactory adjustment the case has since been handled in accordance with the rules of the agreement, up to the highest official designated by the carrier to handle disputes.

Shop Laborer Lewis, is supplied with a cart furnished by the carrier, which is stocked with quantities of various sizes of bolts, nuts, cotters, washers, screws, and other material. He travels from car to car and place to place supplying carmen with material needed. He replenishes his cart from the large stocks placed in bins and containers. He carries or trucks lumber, casting and other repair parts to cars or points as needed.

Rule 83, Carmen Helpers, of the current agreement reads:

Employes regularly assigned to help carmen and apprentices, employes engaged in washing and scrubbing the inside and outside of coaches preparatory to painting; operators of sand blast machines removing of paint on other than passenger cars preparatory to painting; painting with spraying machines on freight car equipment opera-

"Laborers employed in and around stations, storehouses and warehouses."

The store department employes handle material from the store room to the job for other crafts; however, we have never received complaint in this respect other than from carmen's organization.

We have proved above, that beyond a doubt we do not need additional car helpers in service at Gouldsboro shops. This would mean no increase in force to allow carmen helpers to move this material from store room to the car, on the contrary, would mean a decrease in force of one laborer at Gouldsboro shops and on the Texas and Pacific Railway if this claim were granted would mean that we would then have another claim from the clerks' organization in line with the above evidence.

We must again call the Board's attention to the fact that nowhere in rule covering carmen helpers' work is it mentioned that they will handle material from store room to the car.

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.

In view of the stipulations contained in the letter of February 19, 1940, addressed by J. J. Prendergast, Mechanical Superintendent, to Homer Nichols, General Chairman of the Carmen, the supplying of materials to carmen at cars, either directly from the store department or from platforms, bins, containers, or stock piles, located outside the store department proper, constitutes carman helpers' work under Rule 83 of the current agreement. To the extent, therefore, that Shop Laborer Joe Lewis handled materials in the manner described above, there was a violation of the agreement.

Since, however, there were no furloughed carman helpers at Gouldsboro Shops, no basis has been established for the compensation claim. The claim for time submitted on behalf of H. H. Miller, a furloughed carman helper at Texarkana, must of necessity be rejected, since he was not at the time of complaint, and had never been, an employe of the Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans, and held no seniority rights on the property of this carrier.

AWARD

Claim as to violation of Rule 83 sustained to extent indicated in above findings; claim for compensation on behalf of H. H. Miller denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 4th day of December, 1941.