

Award No. 1245

Docket No. 1199

2-GCL-FT—'48

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 14, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (FEDERATED TRADES)**

GULF COAST LINES

DISPUTE: CLAIM OF EMPLOYEES:

1. That the classification of Working Mechanical Foreman with regularly assigned duties of inspection and maintenance of locomotives is not authorized by the terms of the current agreement.

2. That accordingly the carrier be ordered to disestablish the aforesaid position and handle said work consistent with the terms of the current agreement.

EMPLOYEES' STATEMENT OF FACTS: The carrier maintains at Brownsville, Texas, hours, forces, facilities for doing work, and motive power, described below—

- a) From 7 A. M. to 7 P. M., a working mechanical foreman.
- b) From 7 A. M. to 3 P. M., one car inspector and one car oiler.
- c) From 7 A. M. to 6 P. M., a laborer.
- d) From 8 A. M. to 5 P. M. a machinist helper.
- e) From 8 A. M. to 5 P. M., one carman and one carman helper.
- f) From 8 A. M. to 7 P. M., a laborer.
- g) From 8:30 A. M. to 12:30 P. M., and 2:30 P. M. to 6:30 P. M., a coach cleaner.
- h) From 7 P. M. to 3 A. M., a car inspector.
- i) From 7 P. M. to 6 A. M., a laborer.
- j) From 8 P. M. to 4 A. M., one machinist and one machinist helper.
- k) From 8 P. M. to 7 A. M., a laborer.
- l) From 9:30 P. M. to 7:30 A. M., a laborer.
- m) From 11 P. M. to 7 A. M., a coach cleaner.
- n) From 2 A. M. to 7 A. M., and 9 A. M. to 12 Noon, a coach cleaner.

In addition to the above there are two hostlers. One operates from 2 P. M. to 10 P. M., and the other from 12 Midnight to 8 A. M.

now contending is being violated. It is further evident that the employes in submitting this protest to the Board are endeavoring through that medium to have removed from the agreement, or at least made meaningless and worthless, a provision now contained in the agreement which was originally negotiated and placed therein in good faith by the parties thereto. This, we respectfully suggest, the Board is without authority to do. Therefore, it is the position of the carrier that the protest here presented by the employes should be dismissed.

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.

Rule 20 of the controlling agreement provides:

“Assignment of Work

At outlying points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as capable, perform the work of any craft that may be necessary.

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except Foremen at points where no mechanics are employed.

This rule does not prohibit foremen in the exercise of their duties to perform work.”

The carrier relies on the second and third paragraphs of the rule to support their contention. It was not the purpose of the second paragraph of Rule 20 to permit locomotive department foremen at points where locomotive mechanics are employed, to do mechanics' work on locomotives. The third paragraph of Rule 20 does not support the carrier's position in this case.

AWARD

Claim disposed of in accordance with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 21st day of May, 1948.