

Award No. 670

Docket No. 545

2-CI&L-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. 32, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY

DISPUTE: CLAIM OF EMPLOYES: That all freight carmen and car inspectors employed by the Chicago, Indianapolis and Louisville Railway at Bloomington, Indiana, be paid the differential rate of seven cents per hour above freight carmen's rate of pay for each hour of service performed on engine carpenter work which pays a seven cent per hour differential rate, from December 7, 1939, until the regular engine carpenter rate of pay for any carmen's work on locomotives is restored.

POSITION OF EMPLOYES: Since Federal control of railroads, the Chicago, Indianapolis and Louisville Railway has had small force of carmen employed in each roundhouse and shop on the system, who are classified as engine carpenters. That classification of men has been regularly maintained in the roundhouse at Lafayette, Bloomington, Hammond, Indianapolis and the main repair shops at Lafayette since Federal control of railroads. They were required to do all carpenter work on the entire locomotives and tenders and the small amount of tender truck work on the engines. All such engine carpenters have been paid the differential rate of seven cents per hour above the regular rate of freight carmen, that differential rate also was established during Federal control.

All freight carmen used in the locomotive department to fill a vacancy of one of these engine carpenters, or any carmen used in the locomotive department to assist the regular engine carpenter when he had more work than he could do were also paid that differential rate of pay for such work. At the Bloomington, Ind. roundhouse we had three regularly employed engine carpenters, two on the day shift and one on the night shift.

About September 11, 1939 the force of engine carpenters on the day shift was reduced to one. Then one or more freight carmen were brought from the car department almost daily to assist the day engine carpenter, and were paid the differential rate for that work.

On October 6, 1939, a bulletin was posted making a further reduction in forces at the Bloomington roundhouse effective October 11, 1939, that reduction eliminated the engine carpenters entirely on both the day and night shift. (See Exhibit A.) Thereafter, carmen were sent to the roundhouse daily to do the engine carpenter work and the night train yard inspectors were required to do the engine carpenter work at night, all such carmen were

Carriers and representatives of the employes shall give at least thirty days' written notice of an intended change in agreements affecting rates of pay, rules, or working conditions, and the time and place for the beginning of conference between the representatives of the parties interested in such intended changes shall be agreed upon within ten days after the receipt of said notice, and said time shall be within the thirty days provided in the notice. In every case where such notice of intended change has been given or conferences are being held with reference thereto, or the services of the Mediation Board have been requested by either party, or said Board has proffered its services, rates of pay, rules, or working conditions shall not be altered by the carrier until the controversy has been finally acted upon as required by Section 5 of this Act, by the Mediation Board, unless a period of ten days has elapsed after termination of conferences without request for or proffer of the services of the Mediation Board.

Section 6 of the Railway Labor Act was not violated. Working conditions, rules and rates of pay, insofar as the intent of the Railway Labor Act is concerned, remained the same after the positions of engine carpenter were abolished and these carmen were called to the enginehouse to perform the work.

The carrier submits:

1. There has been no violation of Paragraph (B) of Miscellaneous Rule, page 24, of the agreement.
2. There has been no violation of any other rule or rules of the agreement.
3. There has been no violation of Section 6 of the Railway Labor Act.
4. Employes engaged in "engine carpenter" work have been compensated at engine carpenter rate of pay.
5. Employes engaged in "tank work" have been compensated at tankmen's rate of pay, in accordance with the wage scale in effect on this property.
6. An award should be rendered in favor of the carrier.

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.

The evidence of record discloses that the work involved in this proceeding was arbitrarily reclassified by the carrier, and that the rates of pay resulting from such reclassification are not, therefore, supported by the agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 11th day of December, 1941.