

**Award No. 812**

**Docket No. 742**

**2-TC-CM-'42**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 68, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. OF L. (CARMEN)**

**TENNESSEE CENTRAL RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:** (a) That the Carrier at Nashville, Tenn., violated Rule 25, seniority, Rule 26, assignment of work and Rule 96, classification of work of carmen, in assigning and requiring T. A. Brown and W. J. Cooper, train yard oilers, to perform car inspection work and to the detriment of extra Car Inspector B. S. Gambill.

(b) That B. S. Gambill, extra car inspector, be paid eight hours daily from February 15th to and including June 10th, 1941, for the car inspection work illegally performed by Oilers T. A. Brown and W. J. Cooper.

**EMPLOYES' STATEMENT OF FACTS:** One car inspector and one oiler are assigned to work in the train yard at Nashville, Tennessee, from 11:30 P. M. until 7:30 A. M. daily. The inspector works these hours as his regular shift. Mr. T. A. Brown goes on duty as oiler at 8:30 P. M. and as the inspector then on duty does not need the services of Mr. Brown as a mechanic, he does nothing but work which is included in his classification as helper until 11:30 P. M. Mr. Brown is relieved by Mr. Cooper at 5:00 A. M. and Mr. Cooper works until 1:30 P. M. Their duties, as required by the carrier, are to inspect and to make minor repairs to all trains and cars, both inbound and outbound. In making these inspections of inbound trains, the men do not inspect journals further than to shop cars with hot boxes or damaged journals. In inspecting outbound trains, the work of inspecting journals for lack of packing and proper attention to the packing is included in their work; however we are advised by the oiler on duty that practically all of this helper's work in addition to other work is done between the hours of 3:00 A. M. and 5:00 A. M. or in less than two hours. In inspecting trains, the inspector inspects one side of train while the oiler inspects the opposite side, each making necessary minor repairs on his side.

Previous to the filing and progressing of this case, our committee received many complaints from carmen relative to helpers doing carmen's work in violation of the first paragraph of Rule 26, and in an effort to reach an agreement with the management whereby it would not be necessary to make time claims, as in this case, we progressed a general complaint case covering several violations of our agreement, from the office of Mr. T. A. Saunders, master car builder, up to and including Mr. H. W. Stanley, president and general manager. At a conference held in the office of Mr. Stanley on November 29, 1940, in which the company was represented by Mr. Stanley and Mr. Caskey Knott, supervisor of wages and insurance, and the organization by Mr. V. M. Gantt, special representative of the Brotherhood of Railway Carmen of America, and

Reference has already been made in this submission to Award 556, Docket 505.

Also, in Award 667, Docket 643, the claim was made, "That coupling of air hose on freight cars within yard limits at Shreveport, Louisiana, is carmen's work and that C. B. Watson, a furloughed carman, be compensated for all time that helpers are assigned to this work." Findings state, "Under the circumstances disclosed in the record of this proceeding the coupling of air hose by carmen helpers does not constitute a violation of the agreement," and claim dismissed.

And in Award 682, Docket 603, claim was made, "That coupling air hose and testing air by laborer and trainmen on outgoing trains at Port Tampa, Florida, is in violation of Rule 29, Section F of the agreement; that the practice should be discontinued and that car inspector be reassigned to perform these duties." Findings state, "The evidence of record does not, in the circumstances of this proceeding, disclose any violation of the agreement," and claim denied.

For the reasons stated and summarized below, the carrier respectfully requests the claims of the petitioner be denied.

**Summary:**

1. The special local agreement creating the position of extra car inspector provides for the use of the said extra inspector only for filling vacancies of car inspectors.
2. Extra car inspector B. S. Gambill performed no service for the compensation he is making claim for.
3. Rule 96, classification of work of carmen, does not enumerate the duties of a car inspector, and Rule 98 defines carmen helpers as employes regularly assigned to help carmen and apprentices to **do the work outlined in Rule 96**, and also includes "all other work generally recognized as carmen helper's work," the language emphasizing the intention of the parties for a common sense application of the two rules in relation to each other.
4. The carrier has never authorized or instructed carmen helpers (oilers) to perform carmen's work.
5. The practice complained of has been in effect for a period of twenty years or more, which was conceded by the carmen's committee.
6. The practice is not at variance with the rules of the agreement but is in strict accordance therewith.
7. No car inspector has been displaced by any work performed by a carman helper (oiler).
8. Several awards have been made by your Board denying monopoly of work to carmen which may be done by them ordinarily in the course of their duties.
9. The allegation of the petitioner that carmen helpers (oilers) are assigned or required to perform car inspection work is categorically denied, and is of too indefinite and general a nature to provide grounds for a claim.

**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 waived right of appearance at hearing thereon.

The evidence of record indicates that carmen helpers inspect one side of train while carmen inspect the other.

Rule 96, classification of work of carmen, definitely shows that the inspection of cars belongs to carmen and not helpers. Rule 98 clearly shows that carmen helpers are assigned to help carmen, and not to perform alone, but rather to assist carmen in the performance of work outlined in Rule 96.

The management should not assign helpers to perform the work of inspection of cars which belongs to carmen.

Since the evidence is not sufficiently clear as to the amount of work Inspector Gambill was deprived of, the Second Division suggests that an investigation be held by the parties jointly, to determine the facts and to arrive at the amount of compensation due Gambill.

#### AWARD

Award rendered 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 3rd day of August, 1942.