

**Award No. 1105**

**Docket No. 1028**

**2-SP(Tex&La)-CM-'46**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 162, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. of L. (CARMEN)**

**SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA  
(TEXAS AND NEW ORLEANS RAILROAD COMPANY)**

**DISPUTE: CLAIM OF EMPLOYEES:** (a) That under the current agreement and particularly Rule 117, the repairing of car trucks and draft rigging is carmen's work and not that of carmen helpers.

(b) That the assignment by the carrier of Carmen Helpers C. C. Jones, Jessie Decker, A. R. Ratcliff, Ben Wicker, T. G. Aguilar and Allen Starks, or any other carman helper, to repair car trucks and draft rigging is a direct violation of the current agreement and particularly Rule 29.

(c) That the assignment by the carrier of Carmen Helpers C. C. Jones, Jessie Decker, A. R. Ratcliff, Ben Wicker, T. G. Aguilar and Allen Starks, or any other carman helper, to perform the aforementioned work at the Englewood Shops, Houston, Texas, to be discontinued and that such work be properly assigned to carmen regularly employed to perform mechanics' work.

**EMPLOYEES' STATEMENT OF FACTS:** On October 23, 1943, Carman Helper C. C. Jones, removed and replaced four (4) journal box bolts, two (2) journal boxes and two (2) brasses and wedges on C. N. J. 17881 tank car.

Carman Helper A. R. Ratcliff, on October 23, 1943, removed and replaced two (2) journal box bolts, one (1) journal box and one (1) journal brass and wedge on U. T. L. X. 38424 tank car.

Carman Helper Ben Wicker, on October 23, 1943, removed and replaced two (2) brake shoes and keys, one (1) set of truck coil springs and two (2) journal bearings and wedges and one (1) Bettendorf truck side on car U. T. L. X. 2871.

Carmen Helpers T. R. Aguilar and Allen Starks, on October 24, 1943, removed and replaced draft, rigging and coupler on T. & N. O. 61415 stock car and on G. A. T. X. 75975 tank car.

These helpers performed this work alone and were furnished the following tools to perform the work with: One open end S wrench  $\frac{5}{8}$  x  $\frac{7}{8}$  inches and one open end S wrench  $\frac{7}{8}$  x 1 inch, one open end S wrench  $1\frac{1}{8}$  x  $1\frac{1}{4}$  inches, one cold chisel, one machinist's ball-peen hammer, one bar  $\frac{7}{8}$  x 30 inches, and one company furnished tool box. These helpers are assigned by their foremen to do the above mentioned mechanics' work daily with these tools on freight cars at the Englewood repair track.

The controlling agreement it dated effective March 1, 1943, and in accordance therewith this claim has been progressed up to and including the highest designated carrier official to whom such matters are referable, with the result that no adjustment has been effected.

carman helpers is contemplated in Rules 46 and 119 of the agreement, and that for many years the work so performed by carman helpers has been generally regarded as carman helpers' work. It has been shown that the mechanics are in charge of the work, direct the work of the helpers, and that the officers of the carrier carefully supervise the performance of duties of mechanics and helpers so as to avoid violation of the agreement.

The organization is attempting to extend the scope and application and to stretch the meaning and intent of Rules 117 and 119 of the agreement so as to eliminate the use of carman helpers in the accomplishment of the heavy and burdensome work required of mechanics in effectuating freight car truck repairs and coupler repair work. Such is contrary to the rule and practice as the rules of the agreement and the practice of the trade essentially requires the use of carman helpers to help mechanics in accomplishing such work. The rules of the agreement have been carefully complied with.

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Wherefore, premises considered the Carrier respectfully requests that the claim be in all things denied.

**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 repairing of trucks and draft rigging is carmen's work under Rule 117.

The assignment of carmen helpers to repair truck and draft rigging is a violation of Rules 29 and 117.

The assignment of carmen helpers to perform the aforementioned work be discontinued, and that such work be regularly assigned to carmen presents a question of fact which this Division is unable to resolve from the record presented.

The employes claim that helpers are assigned to perform this work, which the carrier denies and claims the helpers are merely assisting mechanic in accordance with the provisions of Rule 46.

The record is insufficient for this Division to determine whether the helpers involved were assisting mechanics or whether they were assigned to repair trucks and/or draft gear.

#### AWARD

Claim remanded 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 11th day of February, 1946.