

Award No. 1149
Docket No. 959
2-SP(Tex&La)-CM-'46

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Herbert P. Rudolph when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION No. 162, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)

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

DISPUTE: CLAIM OF EMPLOYES: 1. That on and since June 2, 1943, at Lafayette, Louisiana, the carrier did and persists in violating the March 1, 1943, agreement and Rules 28 and 137 thereof by—

- (a) Using Laborers B. Scranton, W. Alexander and W. Williams, in place of coach cleaners.
- (b) Using laborers as spare or extra coach cleaners since June 2, 1943.

2. That in consideration of the aforesaid, the carrier be ordered to cease and desist from using laborers temporarily as coach cleaners at the sufferance of coach cleaners regularly employed as such.

In Award No. 1037 rendered by the Division with Referee Herbert B. Rudolph sitting as a member thereof on November 13, 1944, the claim was remanded in conformity with the following 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.

"This claim presents only the question of the use of laborers to replace certain coach cleaners who are off duty temporarily and of their own accord.

"In this dispute the carrier contends that the so-called coach cleaners at Lafayette perform only laborer's work; that coach cleaning work is no longer performed at this point and that these em-

ployes are carried as coach cleaners only because such work was formerly performed at Lafayette. The employes contend laborers are being used to relieve coach cleaners who are actually performing the work belonging to that classification. If, as contended by the carrier, these employes are performing only laborer's work, we are of the opinion that there would be no violation of the agreement in having a laborer perform such work when the employe is temporarily absent. On the other hand, if these employes are actually performing the work of coach cleaners, the carrier would not be justified under the agreement in filling a temporary vacancy with a laborer. A fact dispute is involved and after a careful consideration of the record we have been unable to resolve the fact question. We are of the opinion that this dispute should be remanded to the parties with directions to supplement the present record with specific instances of claimed violations, and in such instances disclose the exact nature and type of work performed by the so-called coach cleaners and the laborers who relieve them."

The following findings and award are designed to finally dispose of the proceeding:

This dispute was remanded to the parties by Award 1037, with directions to supplement the record with specific instances of claimed violations, and in such instances disclose the nature and type of work performed by the so-called coach cleaners and the laborers who relieve them.

The record as now supplemented discloses many statements of the nature and type of work involved. These employes designated by the carrier as, "coach cleaners," according to the various statements, do a rather complete job of conditioning coaches for occupancy as the trains are stopped at Lafayette. According to the statements, they ice and fill the coolers with water, ice the air condition compartment, sweep and mop the coach floors when they are wet and littered with trash, refill the toilet paper containers, refill the paper towel containers, mop and sweep the floor of coach toilets, mop the dining car floor when needed, and generally condition the car for its continued journey. The carrier states generally that the employes have not been assigned to sweep or mop passenger cars or otherwise condition them for occupancy; however, the carrier has classified these employes as coach cleaners as distinguished from laborers. Looking at the whole record as now supplemented, we believe there has been set up at Lafayette this class of coach cleaners with certain work, which at this point has been recognized as work belonging to this class.

We are of the opinion that assigning a laborer to fill a vacancy as a coach cleaner when there are coach cleaners available to fill the vacancy, encroached upon the right of these coach cleaners to perform the work which the carrier has recognized as belonging to this class which it created.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 17th day of September, 1946.