

Award No. 1232

Docket No. 1155

2-MP-FO-'48

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee George A. Cook when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (FIREMEN AND OILERS)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That the carrier assigned locomotive fireman to perform inside hostler attendants' (laborers) work on May 10, 11 and 12, 1946, in violation of the current agreement and that accordingly the carrier be ordered to additionally compensate inside hostler attendants (laborers)—

- 1—A. L. Martin, eight hours at time and one-half rate from 7 A. M. to 3 P. M. daily on May 10, 11 and 12, 1946.
- 2—M. A. Gentry, eight hours at time and one-half rate from 3 P. M. to 11 P. M. daily on May 10, 11 and 12, 1946.
- 3—C. D. Smith, eight hours at time and one-half rate from 11 P. M. to 7 A. M. on May 10, 1946.
- 4—Rufus Cox, eight hours at time and one-half rate from 11 P. M. to 7 A. M. on May 11, 1946.
- 5—F. R. Booth, eight hours at time and one-half rate from 11 P. M. to 7 A. M. on May 12, 1946.

EMPLOYEES' STATEMENT OF FACTS: There are, and were at the time this claim originated, three regularly assigned inside hostler attendants employed on the 7 A. M. to 3 P. M., 3 P. M. to 11 P. M. and the 11 P. M. to 7 A. M. shift at Paragould, Arkansas, and whose positions were abolished on May 10, at which time the carrier replaced steam locomotives with Diesel engine, and on May 10, 11 and 12 assigned locomotive firemen to work, which prior to that time was, and again after May 12, 1946, performed by inside hostler attendants, the carrier having on May 13 replaced the Diesel engine with steam locomotives. The work performed by inside hostler attendants prior thereto and which is now being performed by them, is work of inside hostling, supplying engines with fuses, torpedoes, valve oil, kerosene, waste, filling lubricators, hooking up of tank hose, all of which was performed by locomotive firemen on May 10, 11 and 12, 1946.

The collective agreement effective November 1, 1934 as subsequently amended is controlling.

Roundhouse and Shop Laborers which would define the duties of inside hostler attendants, and, at the same time, set up a definition of the duties of an outside hostler helper.

There is no basis for the claim under any schedule agreement and no merit to the claim under the existing practices on this carrier which are well recognized by not only the International Brotherhood of Firemen and Oilers, Roundhouse and Shop Laborers, but also the Brotherhood of Locomotive Firemen and Enginemen.

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.

It is clear that for the three days in question there was a violation of the agreement with the Firemen and Oilers in that some of the work properly belonging to the employes coming within the scope of that agreement was performed by employes coming within the scope of an agreement with a different organization.

The inside hostler attendants were not cut off when the outside hostler and his helper performed work at Paragould, Arkansas, on May 10, 11 and 12.

A statement has been made as to the number of engines dispatched or left Paragould, Arkansas, on the three days in question, but no record has been presented as to the number of engines handled during the three days. It was also stated that during the three days period, 15 hours of work was performed by employes coming within the scope of the Firemen and Oilers' agreement in supplying engines, or an average of 30 minutes per engine if only the engines dispatched were counted. In other words, the record shows that the outside hostler and his helper did not take over all of the work of the inside hostler attendants but did do part of it.

With the above understanding this finding is that the claim of the employes is sustained as to their being wrongfully deprived of some of their work and the case is sent back to the parties to jointly work out the payments to be made to employes who should have been used.

AWARD

Case sustained in accordance with findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 16th day of January, 1948.