

Award No. 167

Docket No. 172

2-MP-CM-'37

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That H. Duhon, car inspector, Alexandria, La., be compensated for all time lost subsequent to February 6, 1935, account of Car Oiler A. H. Ritchey, employed at passenger station, Alexandria, La., on the 11:00 P. M. to 7:00 A. M. shift, performing car inspectors' work (Carmen) viz:

Coupling and uncoupling hose, closing and opening angle cocks, repairing air, steam and signal hose and hose gaskets.

EMPLOYES' STATEMENT OF FACTS: H. Duhon was regularly employed as car inspector at Alexandria, La., from March, 1925, up to the year 1932. Account of force reduction, he was laid off in 1932, his employment continuing as extra car inspector up to latter part of the year 1934. In October, 1934, he worked 2 days as car repairer on repair track, then laid off. In December, 1934, he worked 19 days as car repairer on repair track and again laid off. In January, 1935, he worked one day on repair track, then disqualified account of consuming too much time on the particular work he was assigned to perform. He again resumed his employment as extra car inspector, he being at the time the oldest inspector laid off. He continued to protect the extra work up to and including February 6, 1935, on which date he worked as extra car inspector at Alexandria, La., passenger station on the 11:00 P. M. to 7:00 A. M. shift.

POSITION OF EMPLOYES: That account of three shifts of car inspectors being employed in train yards at Alexandria, including passenger station, the Missouri Pacific Railroad violated provisions of Rule No. 116 of wage agreement, dated November 1, 1934, and in effect up to and including July 1, 1936, account of employing A. H. Ritchey, the regular assigned car oiler at Alexandria passenger station to couple and uncouple hose, close and open angle cocks, repair and replace air, steam and signal hose and hose gaskets.

Missouri Pacific agreement, effective November 1, 1934.

"Rule 116. Carmen's work, including regular and helper apprentices, shall consist of building, maintaining, painting, upholstering and inspecting of all passenger and freight cars, both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks; building, repairing, removing and applying wooden locomotive cabs; pilots, pilot beams, running boards, foot and headlight boards, tender frames and

Train No.	Arrival	Train No.	Departure
115	12:15 A.M.	115	12:30 A.M.
26	2:00 "	716	2:15 "
715	3:35 "	21	3:50 "
116	5:05 "	116	5:10 "
		27	7:00 "

The car forces assigned to the third shift at the passenger station as of April 1, 1937, consisted of one car inspector and one car oiler, whose assignments required them among other duties, to work the following passenger trains:

Train No.	Arrival	Train No.	Departure
115	12:05 A.M.	115	12:15 A.M.
26	1:30 "	716	1:45 "
715	3:35 "	21	3:50 "
116	5:05 "	116	5:15 "
		27	7:00 "

The car inspector is at this point, as well as all other points, in charge of the car inspecting work and he is assisted in this work by a car oiler, commonly referred to as a car helper. Our rule with the mechanical crafts (Rule 118) defines a carman-helper as one regularly assigned to help carmen and apprentices, and including other specific work described in the rule, that of repairing steam and air hose, and all other work generally recognized as carman helper's work. Prior to 1922 car oilers were classed as car helpers and paid rates of pay applicable to car helpers.

In November, 1922, under an agreement negotiated with our mechanical department employees, we separated car oilers from that of car helpers, and advanced the rate of such classification from 47c to 57c per hour, or 10c per hour in excess of that paid to the carman helper. At certain terminal points car helpers, where the work of car oiling predominated, were reclassified from helpers to oilers. In subsequent negotiations the rate was advanced from 57c to 60c per hour, and this rate is that now paid these classes of employees under an agreement with System Federation No. 2, dated November 1, 1934, and revised July 1, 1936.

It has always been the practice on this property for car helpers, designated as car oilers and paid the 60c rate, to perform work such as coupling and uncoupling hose, closing and opening angle cocks, repairing air, steam and signal hose and hose gaskets under the supervision of the car inspector.

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 employees 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.

In the employees' position it is contended that Oiler Ritchey is performing car inspectors' work, whereas the carrier's contention is that the oiler uncouples and couples air hose incidental only to his regular duties.

The situation presents a question of fact which should be decided by a joint check of the actual work being performed so that the work required may be assigned in accordance with the provisions in the rules of agreement.

The Second Division suggests an immediate investigation by both parties, jointly, to determine the facts, believing that an amicable adjustment may then be reached.

AWARD

Award rendered in accordance with the aforesaid findings, and with the further understanding that the dispute may be resubmitted to this Division by either party or both parties in the event of failure to reach a settlement.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 12th day of July, 1937.