

Award No. 339

Docket No. 321

2-IC-CM-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

ILLINOIS CENTRAL SYSTEM

DISPUTE: CLAIM OF EMPLOYES: That Carmen F. A. Bienvenue and Paul Verneulle at New Orleans, La., be compensated at carman's rate of pay for all time worked by stores department laborers from McComb in removing and dismantling trucks and removing brake rigging and other material from stored cars at Harahan yard.

EMPLOYEES' STATEMENT OF FACTS: Mr. J. W. Miles, division storekeeper, McComb, using a small stores department crane, operator and other laborers, removed and dismantled trucks from under freight cars stored at Harahan yard, New Orleans, for the purpose of getting the cast steel truck sides, brake beams, brake rigging and other material to be used in replacing arch bars and for other repairs to freight cars.

POSITION OF EMPLOYES: This case has been handled in accordance with the established practice of handling grievance cases on the Illinois Central System, and we contend that Rules 127 and 33 of the agreement between System Federation No. 99 and the Illinois Central System have been violated by the carrier at Harahan yard, New Orleans, Louisiana.

Rule 127 reads in part as follows:

"Carmen's work shall consist of building, maintaining, dismantling (except destroying freight-train cars), * * * "

This rule specifically states that dismantling is carmen's work except when destroying freight cars, and the cars in question were not destroyed, but the trucks were removed and dismantled and brake rigging, brake beams and other material was removed to be re-used in repairs to other cars, and the cars from which they were removed remained in storage at Harahan yard, New Orleans, Louisiana.

This case is also a violation of our Rule 33, first paragraph of which reads as follows:

"None but mechanics or apprentices regularly employed as such, shall do mechanic's work as per special rules of each craft, except foremen at points where no mechanics are employed."

The carrier has declined this claim basing their action on the fact that they contend the cars are scheduled to be dismantled and retired from the service, and our Rule 127 provides that destroying freight cars is not carmen's work. However, these cars were not being destroyed, nor were they

"It is understood that Section A of this agreement shall apply to those who perform the work specified therein, as employed in the Maintenance of Equipment Department."

This language specifically restricts the agreement from applying to employees in other departments, and our handling in this case has not violated any rule of the current agreement. We therefore request that the employees' claim be declined.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Rule No. 127 provides "Carmen's work shall consist of building, maintaining, dismantling (except destroying freight train cars) etc."

The exception appearing in the rule on which the carrier relies to support its position does not apply when usable parts are removed from cars awaiting to be destroyed.

AWARD

The removing and dismantling of trucks, and removing brake rigging and other material for re-use from cars awaiting to be destroyed, is carmen's work. However, considering all the circumstances, claim for compensation is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 25th day of May, 1939.