

Award No. 340

Docket No. 349

2-PT-FO-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**INTERNATIONAL BROTHERHOOD OF FIREMEN
AND OILERS**

PORTLAND TERMINAL COMPANY

DISPUTE: CLAIM OF EMPLOYES: Protest the use of hostlers and hostler helpers in performing laborers' work at Rigby Engine House and request that their use be discontinued and laborers employed for this work.

JOINT STATEMENT OF FACTS: Prior to July 11, 1938, laborers performed the work of cleaning fires, coaling engines, cleaning ash pans, ash pits, and grounds around the ash pit.

On July 11, 1938, and subsequent thereto, hostlers and hostler helpers were assigned to perform that work, as result of the application of Award No. 2893, Docket No. 1722, of the First Division, National Railroad Adjustment Board. Copy of Award No. 2893 submitted as JOINT EXHIBIT A.

POSITION OF EMPLOYES: The use of other than laborers to perform such work as dumping coal onto engine tenders, cleaning fires and ash pans, ash pits, and grounds around the ash pit, is a violation of Rule 33 which provides:

**"SPECIAL RULES FOR ENGINE HOUSE AND
OTHER FORCES AS SPECIFIED.**

"Employees Affected.

". . . . Coal Handlers, Wipers, Enginehouse Watchmen, Enginehouse Laborers, Shop Laborers, Fire Tenders, Fire Cleaners, Fuel Laborers, Ash Laborers, Turntable Operators, Engine Washers, Coal Trimmers, Foreman Wipers, Transfer Table Men, Flue Blowers, Fuel Crane Operators, Lubricator Fillers, Stationary Engineers, Stationary Firemen, Coal Passers. . . ."

Laborers have performed this work since December 16, 1923, when Rigby opened as a new engine house.

Prior to that, on the Portland Terminal Company, until some date in 1921, there were four engine houses.

At No. 1 engine house, inside hostlers and laborers worked together cleaning fires and ash pans.

At No. 2 engine house, the inside hostlers and laborers worked together cleaning fires.

At No. 3 engine house, road engine fires were cleaned by inside hostlers, with a laborer, cleaning ash pans and sanding the domes.

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.

During a period of more than twenty-five years the work involved had been recognized as assignable to hostlers and laborers, and throughout this period it is evident from the record that the assignment was satisfactory to all parties interested.

The Second Division does not have the right to entertain matters involving agreement with the Brotherhood of Locomotive Enginemen and Firemen; however, where the requirements of agreements with various organizations appear to be in conflict there should be negotiations between such organizations as are involved and the carrier for the purpose of fairly disposing of such matters.

Rule 33 of the current agreement between the carrier and the International Brotherhood of Firemen and Oilers indicates that the claim of the employes is justified.

AWARD

Claim of employes sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 2nd day of June, 1939.