

Award No. 903

Docket No. 816

2-T&P-CM-'43

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 121, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

THE TEXAS AND PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That since on or about November 15, 1941, the carrier has persistently violated the controlling agreement and Rules 81 and 95 thereof by—

(a) The assignment of Carman Apprentice C. L. McCarty and others, to inspect passenger equipment, write up the defects, specify the material necessary for such repairs and recheck to observe whether or not the work reported had been performed.

(b) The assignment of carmen apprentices to perform said work with less than thirty months time served on their apprenticeship.

2. That in consideration of the aforesaid violation, the carrier be ordered to cease and desist from—

(a) The assignment of any carman apprentice to perform said work unless he is accompanied with a carman.

(b) The assignment of any carman apprentice with a carman on said work who has not served thirty months or more on his apprenticeship.

EMPLOYES' STATEMENT OF FACTS: At Fort Worth, Texas, the carrier maintains a coach shop and therein a force of carmen, helpers and apprentices to repair and maintain passenger train equipment.

The carman apprentice regularly assigned is required to inspect passenger cars placed in the shop for repairs, to write up the defects found, to specify the material necessary for repairing such defects, and after the repairs assigned by the foreman, then recheck the work reported, to observe whether or not the work reported has been performed.

During the period of November 15, 1941, and April 30, 1942, Carman Apprentice C. L. McCarty was assigned to perform said work and thereby displaced a carman six days a week, as on the seventh day a carman is assigned to perform the work.

tainly repairing and inspecting passenger cars is properly classified as work coming under carmen's agreement. If it should be ruled that such is not the case, then the carmen are not entitled to perform work on passenger cars.

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.

Rule 95 provides the schedule of work for regular carmen apprentices. Car inspecting or checking is not included in this rule, and the rule was violated when apprentices were assigned to this work. In view of the express provisions of Rule 95 we do not believe that assigning apprentices to this work can be justified by any implications that might be drawn from Rules 82 or 92.

AWARD

Claims sustained as indicated by the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 7th day of June, 1943.