

Award No. 992

Docket No. 920

2-P&PU-FO-'44

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (FIREMEN & OILERS)**

PEORIA AND PEKIN UNION RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

(a) That cleaning freight cars is work properly recognized as part of the duties of car yard laborers.

(b) That cleaning tank cars falls within the category of freight car cleaning.

(c) That shop laborers be assigned to clean tank cars at the Peoria Roundhouse.

EMPLOYEES' STATEMENT OF FACTS: Tank cars are being brought into this carrier's roundhouse at Peoria for the purpose of being thoroughly cleaned before placed in service to transport alcohol from the distilleries.

Employees other than laborers, not covered by the scope of the controlling agreement, are assigned to clean these tank cars when brought into the roundhouse.

This class of work was considerably increased after the nation entered the present war.

The scope of the controlling agreement includes "Car Yard Laborers," "Roundhouse Laborers" and "Engine Washers."

POSITION OF EMPLOYEES: Cleaning all classes of freight cars is work of car yard laborers.

In conference with the employees' representatives, the management stated it would have assigned car yard laborers to this work in question had the work been performed within the car department. However, since the work was taken to the roundhouse, it felt fully justified in assigning it to classes of employees other than those covered by the controlling agreement.

Such a position on the part of the management, the employees feel, is inconsistent indeed because the car yard laborers and roundhouse laborers of this carrier enjoy common and interweaving seniority rights and if the work in question is car yard laborers' work when performed in the car yard, then certainly it should be, to say the least, round house laborers' work when performed in the roundhouse.

To adhere to a technical and rigid application of the intent and purpose of the controlling agreement, we think that car yard laborers should be per-

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.

For many years it has been the practice for this carrier to use employes other than laborers to perform the work in question.

The agreement the employes rely upon to support their claim does not expressly provide that this work belongs to laborers.

Paragraph (a) of the claim is not involved and therefore is not dealt with.

AWARD

Claim (b) of employes denied.

Claim (c) of employes denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois this 3rd day of March, 1944.