

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. 162, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

**SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA
(TEXAS AND NEW ORLEANS RAILROAD COMPANY)**

DISPUTE: CLAIM OF EMPLOYES: 1. That on and since June 2, 1943, at Lafayette, Louisiana, the carrier did and persists in violating the March 1, 1943, agreement and Rules 28 and 137 thereof by—

- (a) Using Laborers B. Scranton, W. Alexander and W. Williams, in place of coach cleaners.
- (b) Using laborers as spare or extra coach cleaners since June 2, 1943.

2. That in consideration of the aforesaid, the carrier be ordered to cease and desist from using laborers temporarily as coach cleaners at the sufferance of coach cleaners regularly employed as such.

EMPLOYES' STATEMENT OF FACTS: There are eight regularly assigned coach cleaners on the day shift and five regularly assigned coach cleaners on the night shift, at Lafayette, Louisiana, and when a regularly assigned coach cleaner is absent temporarily for a day or so the carrier fills the vacancy by using a laborer, although there are coach cleaners available to fill the vacancy.

POSITION OF EMPLOYES: To fully understand the justification of the employes' claim, the agreement between System Federation No. 162, Railway Employes' Department, A. F. of L., and the Texas and New Orleans Railroad (S. P. Lines) in Texas and Louisiana, effective March 1, 1943, covers coach cleaners under the special rules of the carmen's craft, and coach cleaners regularly employed at Lafayette, Louisiana, are protected in and have prior rights over laborers to any and all extra or temporary coach cleaners' work, in accordance with the agreement. Page 1 of the agreement reads in part as follows:

"This Agreement governs the rates of pay and working conditions of . . . and coach cleaners who perform the work specified in this agreement."

Coach cleaners' work is specified in Rule 137 as follows in part:

"Coach cleaners may be assigned to any other unskilled work during their on-duty periods. They will receive overtime as provided in this agreement. . . ."

work duty their on-duty periods, thus contemplating that they may be worked as laborers and with other laborers on unskilled or common labor work.

* * * * *

Wherefore, premises considered, the carrier respectfully requests that the protest be dismissed or denied.

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.

This claim presents only the question of the use of laborers to replace certain coach cleaners who are off duty temporarily and of their own accord.

In this dispute the carrier contends that the so-called coach cleaners at Lafayette perform only laborers' work; that coach cleaning work is no longer performed at this point and that these employes are carried as coach cleaners only because such work was formerly performed at Lafayette. The employes contend laborers are being used to relieve coach cleaners who are actually performing the work belonging to that classification. If, as contended by the carrier, these employes are performing only laborers' work, we are of the opinion that there would be no violation of the agreement in having a laborer perform such work when the employe is temporarily absent. On the other hand, if these employes are actually performing the work of coach cleaners, the carrier would not be justified under the agreement in filling a temporary vacancy with a laborer. A fact dispute is involved and after a careful consideration of the record we have been unable to resolve the fact question. We are of the opinion that this dispute should be remanded to the parties with directions to supplement the present record with specific instances of claimed violations, and in such instances disclose the exact nature and type of work performed by the so-called coach cleaners and the laborers who relieve them.

AWARD

Claim remanded to the parties in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 13th day of November, 1944.