

Award No. 1220

Docket No. 1164

2-T&P-CM-'47

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee George A. Cook 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 at Texarkana, Texas on February 18, 1947, the carrier violated the controlling agreement by assigning Machinist Helper A. Bridgman on line of road to inspect and service journal box on T. & P. engine tender No. 901, instead of assigning Locomotive Carpenter B. E. Dill.

2—That Locomotive Carpenter B. E. Dill be compensated for 8½ hours at the time and one-half rate and 7½ hours at straight time rate by reason of Machinist Helper Bridgman's assignment on line of road to perform carmen's work in violation of said rules on February 18, 1947.

EMPLOYEES' STATEMENT OF FACTS: At Texarkana, Texas, on February 18, 1947, the carrier supplied Machinist Helper A. Bridgman with jack, block, packing tools, packing and can of oil, and instructed him to ride passenger locomotive No. 901 to Ft. Worth, Texas, for the purpose of giving necessary attention to journal and journal brass (location R. 2) on engine tender No. 901, which journal had been serviced and new brass applied at Texarkana, Texas. This is affirmed by Machinist Helper Bridgman's letter of March 20, 1947, submitted as Exhibit 1.

Engine No. 901 was dispatched for service in train No. 7 at 3:10 P. M. with Machinist Helper Bridgman riding said engine in train No. 7 until he tied up at Ft. Worth, Texas, at 11:30 P. M. February 18, 1947.

Bridgman inspected and serviced engine tender journal and brass (location R 2) at Atlanta, Jefferson, Marshall, Longview, Gladewater, Mineola, Grand Saline, Willis Point, Terrell and Dallas, Texas, as shown by Exhibit 1. He could have returned to Texarkana, Texas, the following morning on train No. 8, leaving Ft. Worth, Texas, at 7:10 A. M. and arriving at Texarkana, Texas, at 12:45 A. M. Locomotive Carpenter Dill's regularly assigned hours were from 7:00 A. M. to 3:00 P. M.

The above stated claim has been handled in accordance with the provisions of the controlling agreement up to and including Mr. B. C. James, the highest designated official of the carrier to whom the disputes may be appealed, with the result that the carrier officers have declined to make a satisfactory settlement.

Summing up the case we have, we feel, proven the following:

1. That Rule 21 would not apply to the case at hand as oiling of a journal box is not mechanics' work; further, Rule 40 of current agreement specifically gives such work to machinist helpers.

2. That Rule 81 would not apply; it does not provide that carmen will ride locomotive to oil tender trucks.

3. That Rule 89 would not apply as this is a rule involving repairs to cars on line of road and not locomotives. Further, no repairs were made to Engine 901 on line of road on date in question.

4. That it has always been machinist helpers' work to ride engines on line of road for purpose of servicing boxes, pins, etc., in line with Rule 40.

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.

Under the facts contained in the record of this case it must be found that the work in question was carmen's work.

AWARD

1. Claim sustained.
2. Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 16th day of December, 1947.