

Award No. 1366

Docket No. 1275

2-T&P-CM-'50

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 121, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Carmen)**

THE TEXAS AND PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: (1) That the current agreement was violated by the assignment of other employes than from the carmen's craft at about 8 A. M. on June 18, 1948, to repair tender truck of Engine 602, Baird, Texas.

(2) That accordingly the carrier be ordered to additionally compensate Carman H. A. York, in the amount of a four hour call for the work on the date aforesaid as per provisions of the current agreement.

EMPLOYEES' STATEMENT OF FACTS: Baird, Texas, is a freight division point between Fort Worth and Big Springs, Texas, whereat the carrier maintains a force of eight carmen, six of whom are regularly assigned, two each to the 7 A. M. to 3 P. M., 3 P. M. to 11 P. M. and 11 P. M. to 7 A. M. shifts, and two to the 7:30 A. M. to 4 P. M. shift with a 30 minute lunch period. Between the hours of 8 A. M. and 9 A. M. on June 18, 1948, the carrier assigned Machinist G. P. Latsha and his helper to remove and apply right No. 2 journal bearing on tender truck of engine No. 602 because of a hot journal which repairs required one hour to complete.

Carman H. A. York's regularly assigned hours were from 11 P. M. to 7 A. M.

This dispute has been handled in accordance with the provisions of the controlling agreement effective April 1, 1943, up to and including the highest carrier officer to whom such matters may be appealed, with the result that this officer has declined to make any satisfactory adjustment.

POSITION OF EMPLOYEES: It is submitted that within the meaning of Rule 81 reading in pertinent part—"Carmen's work shall consist of building maintaining—tender frames and trucks—" the work performed on tender trucks of engine No. 602 by Machinist Latsha and his helper is work belonging exclusively to carmen except as specifically provided for in Rule 21 (c).

Rule 21 (c) reads—

"At outlying points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics

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Claim denied.”

We submit that the claim herein is wholly unfounded and without merit, and respectfully request that it be denied.

Submitted as carrier's Exhibit A, is copy of the general chairman's letter of appeal of July 28, 1948. Submitted as carrier's Exhibit B, is copy of the carrier's decision of September 10, 1948. Submitted as carrier's Exhibit C, is copy of carrier's further decision of November 6, 1948.

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 accordingly 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.

The factual situation does not bring Baird, Texas, within the intent and meaning of Rule 21 (c) of the parties' agreement effective April 1, 1943.

Rule 81 of the parties' agreement, so far as here pertinent, provides: "Carmen's work shall consist of * * * tender frames and trucks, * * *, and all other work generally recognized as carmen's work."

Rule 81, "Classification of Work," does not expressly or specifically cover the maintaining of tender trucks. Nor do past practices on this carrier in the absence thereof, give carmen the exclusive right thereto. Under the following language of Rule 81, "all other work generally recognized as carmen's work," carrier has the right to continue handling this work as has been its past practice.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 1st day of February, 1950.