

Award No. 1386
Docket No. 1306
2-SP-(Tex&La)-CM-'50

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee E. B. Chappell 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 under the current agreement the carrier unjustly dealt with Carmen B. E. Howard on November 26 and H. W. Phillips on December 2, 6 and 7, 1948, when they were denied the passenger carmen's rate for the work which they were assigned to perform on passenger train car equipment.

2—That accordingly the carrier be ordered to additionally compensate these employes at the difference between the rate they received of \$1.32 per hour and the passenger carmen's rate of \$1.39 per hour which they were entitled to receive as follows:

(a) Carman B. E. Howard, 7 cents per hour from 11:59 P.M. on November 26 to 7:59 A.M. on November 27, 1948.

(b) Carman H. W. Phillips, 7 cents per hour from 6:30 A.M. to 2:30 P.M. on December 2, 6 and 7, 1948.

EMPLOYEES' STATEMENT OF FACTS: Carman B. E. Howard and H. W. Phillips, hereinafter referred to as the claimants, were regularly assigned as passenger car inspectors at the carrier's Grand Central Passenger Station, Houston, Texas, at the established rate of pay of \$1.32 per hour for such inspection service.

Claimant Howard's assignment of hours was from 11:59 P.M. to 7:59 A.M., and on November 26, 1948, he was instructed, upon reporting for duty, to remove and replace four pairs of wheels on passenger car diner No. 927 and at the end of his tour of duty he applied on his time card eight (8) hours at the passenger carmen's rate of \$1.39 per hour. However, on November 29 the passenger car foreman advised the claimant that the rate of \$1.39 per hour would not be allowed.

Claimant Phillips' assignment of hours was from 6:30 A.M. to 2:30 P.M., and on December 2, 1948, he was instructed to repair diaphragm on passenger car diner No. 917 and to level-up the coach body on passenger car No. 577. Again on December 6 the claimant was instructed to remove and replace wheels

ger carmen are employed at the Grand Central Depot at Houston; and, second, the agreement of January 4, 1944, disposes of questions of rates and claims and contentions with respect to rates of pay and duties to be required of car inspectors and car repairs at the Grand Central Depot.

Wherefore, premises considered, the carrier respectfully urges that the claims be in all things 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.

By the special agreements of January 4, 1944, and August 22, 1945, which are not in conflict with each other, it was agreed where and how passenger car rates would be applied. The first such agreement was confined to "Grand Central Depot Houston Texas," the point here involved, where concededly passenger carmen are employed. The latter such agreement was confined to "points where no passenger carmen are employed."

The Division concludes that such agreements control the claims made herein and require a denial thereof. To hold otherwise would require the Division to revise the old or make a new agreement which it has no right or authority to do.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 12th day of July, 1950.