

Award No. 2187

Docket No. 1956

2-SLSW-CM-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 45, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Carmen)**

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current Agreement other than Carmen were improperly assigned to perform Car Inspectors' work at the passenger station, and in the Train Yard at Texarkana, Texas, since January 1, 1953.

2. That accordingly the Carrier be ordered to:

a) Additionally compensate Car Inspectors who were low men on the overtime board from January 1, 1953 up to the present date, for eight hours at time and one-half for each date Carmen Helpers have been assigned at the passenger station to perform Car Inspectors' work.

b) Additionally compensate Car Inspector G. W. Misenhimer for four hours at straight time rate for January 1, 1953, for Car Inspector's work performed in train yard by Carmen Helper W. L. House and General Foreman Brule.

c) Additionally compensate Car Inspector J. E. Tyson for four hours at straight time rate for February 11, 1953, for Car Inspector's work performed in train yard by Carman Helper D. E. Efurd.

d) Additionally compensate Car Inspector B. V. Faircloth for four hours at straight time rate for February 12, 1953, for Car Inspector's work performed by Carman Helper M. W. James inspecting inbound train BSM Engine 951.

e) Additionally compensate Car Inspector J. O. Underwood for four hours at straight time rate for February 17, 1953, for Car Inspector's work performed by Carman Helper A. W. Bell on Train 343, Engine 308.

The "outlying points" referred to were all points except Tyler (Texas Division Rule 33-2). Tyler was covered by Rule 33-2 which likewise permitted foremen to perform mechanics work but limits such work to a certain extent. Consequently, if Foreman Brule actually performed work that could be considered that of a car inspector on January 1, 1953 (which the carrier denies) it clearly was not in violation of the rules.

The same is true if the claim covers rebrassing a car at passenger station. This is work that a carman helper obviously could be required to perform, and there was no violation in the foreman performing work if that actually occurred (which the carrier denies).

Regarding claims February 11, 12, and 17, 1953, to the effect that carman helpers performed car inspectors work in train yard. The work performed was working the packing in the journal boxes, and in some cases coupling air hose. Carman helpers perform this work in train yard at other points. The claims that carmen have exclusive right to such work is not borne out by the rules as pointed out above in connection with the claims at passenger station.

IV

Conclusion

In conclusion, the carrier submits that the most obvious function of the carman helper is to "assist carmen". That is the first of his duties specified in Rule 88. Car inspectors fall under the general term "carmen". Rule 86-1 provides that:

"Carmen's work shall consist of * * * inspecting all passenger and freight cars * * *."

In connection with their primary function of inspecting cars to locate any existing defects, they are required at times to perform certain secondary work, such as make minor repairs or adjust and oil packing in boxes; or couple air hose, etc. But it is well recognized that they do not have exclusive right to such secondary duties, and they may be relieved of or assisted in such duties. The carman helper packs, oils, and adjusts packing and rebrasses journal boxes on the repair track, and it follows that he may do so in the train yard or at the passenger station without infringing on rights of the car inspector. Coupling hose is not inspecting and is performed by various employes as pointed out above. It is not a skilled operation, and clearly is one in which the car inspector may be assisted by a carman helper or may be relieved of performing, without infringement on his rights.

The carrier respectfully submits that the claim of the employes is entirely without merit or support under the rules and should be denied in its entirety.

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.

The carrier operates two passenger trains daily in and out of Texarkana, Texas. Two car inspectors from the train yard were customarily used to inspect the trains at the Union Station. On January 1, 1953, it is alleged that the carrier instituted the practice of sending a carman helper with a car inspector to make the inspection of passenger trains. Claimants

are car inspectors who were entitled to work overtime according to the car inspectors' overtime board. They claim they should have been used to perform the work at the overtime rate.

It is the contention of the carrier, according to its original submission, that two car inspectors from the train yard are sent to inspect the passenger trains and that a carman helper is also sent to oil and level the packing in journal boxes and to assist in coupling and uncoupling air, steam and signal hose in connection with switching the trains. Carrier, in its rebuttal, states that a carman helper is sent with one car inspector when used at the station.

The carrier asserts that the work performed by the carmen helpers was that of carmen helpers and not that of car inspectors. Carrier contends that the oiling and leveling packing in journal boxes is carmen helpers' work. It is claimed also that carmen helpers may assist in coupling and uncoupling air, steam and signal hose in connection with the switching of the train. It is likewise claimed that the rebrassing of cars is expressly carmen helpers' work under Rule 88. Carrier denies that the carmen helpers performed any inspecting work and that the agreement was therefore not violated. We agree generally with the carrier that carmen helpers may perform the work above described as the carrier contends. The question before us is, however, did they perform inspection work belonging to car inspectors in connection with the work they admittedly performed?

It must be noted at the outset that carrier concedes that it used two car inspectors from the train yard to work these two trains. From this it can be assumed, we think, that two car inspectors were needed to perform this work. It appears from the record that two car inspectors were used at all times to work the southbound train. When the force was reduced and but one car inspector was available to work the northbound train, carrier, instead of calling a second car inspector on an overtime basis, sent a carman helper to assist the car inspector. The record does not show that the car inspector performed all of the car inspecting work. The evidence is that the work was divided and that the carman helper was doing the work usually performed by a second car inspector. It is true that the carmen helpers performed work which they could perform in their capacity as carmen helpers, but it is true that they performed car inspectors' work also. We necessarily conclude that carmen helpers were used to inspect the northbound train instead of calling a car inspector on an overtime basis.

It is the function of management to determine the nature and extent of the inspection to be made. But managerial prerogative does not permit the use of employes of another class to perform inspectors' work once carrier has determined that it is needed. We think it is clear from this record that carmen helpers were used to inspect trains at Union Station and to make light repairs on cars in the train, work that belongs to car inspectors under the agreement.

Carrier contends that Claim 2(b) cannot be sustained because rebrassing a car is carmen helpers' work. As a general proposition, we agree with carrier's statement. But where the work done is incidental to the work of a car inspector and is performed as part of a car inspector's position, a carman helper has no valid claim to it. As to the foreman, we think he could properly supervise the work but he could not do the car inspector's work at Texarkana under Rule 34-1, current agreement.

As to Claims 2(c), 2(d) and 2(e), the record shows that carmen helpers were used as car inspectors after they had lost their status as temporarily promoted car inspectors. After resuming their status as carmen helpers, they could not be properly used as car inspectors.

In Claim 2(a), claim is made for eight (8) hours at time and one-half for each date carmen helpers have been assigned to do car inspectors' work. The evidence in this case is such that a call will adequately compensate a

car inspector deprived of the work of inspecting a passenger train at the station. There is no evidence that a call is not adequate to compensate car inspectors deprived of work in the train yard. Insofar as the present claim is concerned, Claim 2(a) will be sustained on a call basis only.

AWARD

Claim 1 sustained.

Claim 2(a) sustained on a call basis.

Claims 2(b), 2(c), 2(d) and 2(e) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 18th day of July, 1956.