

Award No. 2503

Docket No. 2150

2-MP-CM-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2
RAILWAY EMPLOYES' DEPARTMENT
A. F. of L.—(Carmen)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That on and after June 1, 1953 the Carrier withheld four cents per hour increase paid certain employees (Carmen, Freight Car Truckmen and Oilers) wage increase under the terms of the Agreement made in National Mediation Board Case A-4061, signed June 4, 1953, effective June 1, 1953.

2. That the Carrier should be ordered to comply with the Agreement dated June 4, 1953 by increasing the basic hourly rates of its Carmen, Freight Car Truckmen and Oilers in the amount of four cents (\$.04) per hour effective June 1, 1953.

EMPLOYEES' STATEMENT OF FACTS: The Brotherhood Railway Carmen of America entered into an agreement under date of June 4, 1953 in settlement of dispute docketed by the National Mediation Board as Case No. A-4061. That agreement was signed by the Eastern Carriers' Conference Committee, the Southeastern Carriers' Conference Committee and the Western Carriers' Conference Committee. The Western Carriers' Conference Committee signed as representing, among other carriers, the Missouri Pacific Railroad. The authorization under which the Western Carriers' Conference Committee signed the agreement was specifically stated to be co-extensive with the provision of current schedule agreements applicable to the employees represented by the Brotherhood Railway Carmen of America. The notification of that authorization given the Brotherhood Railway Carmen by the Carriers in the Missouri Pacific System states without limitation that the Western Carriers' Conference Committee has been authorized to represent them in handling the "request of Brotherhood Railway Carmen of America that freight carmen be paid rates equivalent to those paid passenger carmen."

At the time this agreement was signed in New York City and applied on Missouri Pacific property, practically all of our truckmen were advanced

expressed in paragraph 11 of Decision SC-88-1. This being true, it cannot be consistently argued that truckmen and oilers are freight carmen within the meaning of the language of the New York Agreement.

For the reasons fully set forth in this submission, the request of the organization should be 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 employee or employees involved in this dispute are respectively carrier and employee 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 this agreement in the craft of Carmen there is a hybrid classification called Freight Car Truckmen and Oilers which may perform some specific mechanic's work and some helpers work. It is limited in scope to those employees holding seniority therein on July 1, 1942.

On June 4, 1953 an agreement was signed providing for a four cent per hour increase for freight carmen. The claim here seeks application of that agreement to the Freight Car Truckmen and Oilers classification.

In our Award No. 1834 we held that such agreement was applicable to a similar classification in the Carmen's craft. Conflicting awards simply create further disputes and do not properly serve the intent nor purpose of the Railway Labor Act. Under the circumstances we are constrained to follow that award.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 21st day of June, 1957.