

Award No. 3258

Docket No. 3044

2-SOU-CM-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Roscoe G. Hornbeck when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 21, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Carmen)**

SOUTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the provisions of the current Agreement, the Carrier improperly refused to grant annual passes to Coach Cleaners, W. L. Harris, O. U. Griffith, Lem Buckner, A. H. Holbrook, James Coleman, E. O. Shelton, W. B. Thomas, J. F. Hodge, T. W. Walker, J. D. Ellis, Raymond Ballenger, R. J. Davis, C. E. Thomas and C. B. Watkins, Knoxville, Tennessee, on the same basis as annual passes are granted other Shop Craft employees covered by the current Agreement.

2. That accordingly the Carrier be ordered to:

Grant annual passes to the above named Coach Cleaners on the same basis as annual passes are granted to all other Shop Craft employees covered by the same Agreement.

EMPLOYEES' STATEMENT OF FACTS: Coach Cleaners W. L. Harris, O. U. Griffith, Lem Buckner, A. H. Holbrook, James Coleman, E. O. Shelton, W. B. Thomas, J. F. Hodge, T. W. Walker, J. D. Ellis, Raymond Ballenger, R. J. Davis, C. E. Thomas and C. B. Watkins hereinafter referred to as the claimants, are regularly employed by the Southern Railway, hereinafter referred to as the carrier, at Knoxville, Tennessee as coach cleaners and are included in the coverage of the current Shop Crafts' Agreement effective March 1, 1926 as subsequently amended.

Coach cleaners are furnished annual passes after 20 years continuous services.

Rule 50, as it appears in the current agreement was brought forward from previous agreements and first became effective September 1, 1921. Thus the rule has been in effect almost forty years without change. At no time during this period have coach cleaners been granted annual passes on any basis other than that on which they are presently being granted, i.e., on the basis of unskilled employees. Certainly the practice under the rule is evidence of the intention of the parties.

The evidence is, therefore, conclusive that the brotherhood has long since conceded the point here at issue.

CONCLUSION

Carrier has shown that:

(a) Granting of annual passes to coach cleaners on the basis of unskilled employees is fully supported by the plain language of the agreement in evidence.

(b) The point here at issue has not only heretofore been conceded by the brotherhood but the practice under the rule here cited and relied upon by the brotherhood throughout the entire period of existence of the rule has been exactly as it is today, that is, to grant passes to coach cleaners only on the basis of unskilled laborers, which is precisely what they are.

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 employees 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.

Parties to said dispute were given due notice of having thereon.

Whether passes shall be issued is primarily for the determination of the carrier but, having elected to issue them, it must abide by the rules to which it and claimants are parties.

The Pass Rules of the carrier do not, as required by the clear language of Rule 50 of the controlling agreement, give the same consideration to its Coach Cleaners as they do to other employees in its service.

See Award No. 189, this Division.

AWARD

Claim 1 and 2 sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1959.