

Award No. 3412
Docket No. 3177
2-CRI&P-CM-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee James P. Carey, Jr., when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Carmen)**

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That it is improper to assign carmen helpers to work on one side of freight car trucks while working with a mechanic performing mechanics' work on other than program work.

2. That accordingly the Carrier be ordered to additionally compensate the following carmen for all time worked by carmen helpers at the applicable Carmen's rate effective October 8, 1957, and for all time thereafter carmen helpers are assigned to perform this work:

J. R. Hicks	S. N. Bilderback
R. J. Elmore	J. J. Marsala
J. W. Roach	J. L. Culver

EMPLOYEES' STATEMENT OF FACTS: At El Reno, Oklahoma the Chicago, Rock Island & Pacific Railroad Co., hereinafter referred to as the carrier, maintains and operates a car repair shop whereat it performs running and heavy repairs to freight cars in addition to its "Programmed work" of heavy repairs.

The carrier on October 8, 1957 in making repairs to freight car trucks of cars other than those involved in the "Programmed work" assigned carmen helpers to perform work on one side of the trucks with a carman working on the other side of the trucks with the carman helper performing the same identical work as the carman. This fact is affirmed by Mr. G. E. Mal-lery's letter of December 23, 1957, copy of which is submitted as employees' Exhibit A. Since October 8, 1957 the carrier has continued to assign carman helpers in the same manner.

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.

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

Carrier operates a car repair shop at El Reno, Oklahoma where running and heavy repairs are made to freight cars and programmed repair work is done. Programmed work means a point where facilities are maintained for progressively making heavy repairs or changes in design on a series of cars of one class or type.

The employes allege that in repairing trucks of cars not included in the programmed work on October 8, 1957 and on one or more unspecified subsequent dates, a carman helper was assigned to perform identical work on one side of the truck to that performed by a carman on the opposite side of the truck. They maintain that the carrier's action in this respect was not authorized by the provisions of a Memorandum C agreement between the carrier and System Federation No. 6, dated October 16, 1948, and was contrary to the scope rule of the carmen's agreement which in pertinent part specifies that carmen's work shall consist of building, maintaining and dismantling freight cars.

The carrier points out that the carmen helpers' classification of work rule includes "other work generally recognized as carmen helpers work", asserts that truck work on freight cars has been recognized as part of carmen helpers' work for 30 years, and relies on paragraph 3 of the Memorandum C agreement. The employes deny that such work has been recognized as carmen helpers' work.

The introductory paragraph of Memorandum C agreement which provides that "Carmen Helpers will continue to strip cars or parts thereof on programmed work under the following conditions" is followed by paragraphs 1, 2 and 3. Paragraph 1 provides for organization of stripping gangs of one mechanic and three helpers who shall perform work of stripping cars. Paragraph 2 authorizes helpers to continue dismantling brake beams on passenger and freight cars in mechanical reclamation plants but requires rebuilding and testing of freight and passenger brake beams to be performed by freight carmen.

Paragraph 3, which is the focal point of this dispute, reads:

"In the rebuilding and repairing of freight car trucks a mechanic and helper will work together and the helper will do the same work he is now doing. As an illustration, where a helper and mechanic are changing out wheels, the helper will work on one side and the mechanic on the other, and the same method will be followed on other freight car truck work where two men can work."

We are unable to agree with the employes' contention that paragraph 3 must be construed as applicable only to programmed freight car truck

repairs other than changing out wheels. While the opening paragraph of Memorandum C provides that helpers will continue to strip cars on programmed work under the conditions referred to, it is apparent from a scrutiny of the three paragraphs that paragraph 3 is not concerned with stripping cars but deals with a broader area of activity. The first sentence of paragraph 3 refers to rebuilding and repairing car trucks which involves a function subsequent to stripping. The illustration stated in paragraph 3 appears to be one of the functions which it is recognized as proper for a carman helper to perform on and before October 16, 1948 and we do not construe the illustration to be restricted to programmed work. Viewed in that light it would seem to lend support to the carrier's claim that on this property, freight car truck work has been recognized as part of a carman helper's work. As we find the purpose and object of paragraph 3 to be distinguishable from the subject matter of stripping cars mentioned in the introductory paragraph of Memorandum C, we conclude that the final provision of that paragraph, viz., "the same method will be followed on other freight car truck work where two men can work" is not confined to programmed work as defined in Memorandum C. We are accordingly of the opinion that the instant claim lacks merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of March 1960.