

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Herbert B. Rudolph, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**GULF COAST LINES, INTERNATIONAL-GREAT NORTHERN
RAILROAD COMPANY, SAN ANTONIO, UVALDE & GULF
RAILROAD COMPANY, SUGARLAND RAILWAY COMPANY,
ASHERTON & GULF RAILWAY COMPANY**

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The employees who operate the grease press machines in the Store Department at Palestine should be classified and paid as Oilhousemen. Also

(b) Claim that such employees be paid at the rate of \$4.16 per day retro-active to the date of this claim, plus general wage increase of 1941. Also

(c) Claim that all employees involved in or affected by the Carrier's failure and refusal to properly classify and rate the positions be compensated for all losses sustained.

EMPLOYEES' STATEMENT OF FACTS: The wage agreement between the Carrier and the Brotherhood specifies a current rate of \$4.96 per day for the position of oilhousemen.

During the general depression the Carrier abolished the positions of oilhousemen and assigned the work to Store Department Laborers.

On January 18, 1938 claim was filed in connection with this matter with the result that the day time position of oilhouseman was immediately restored.

On February 7, 1939, claim was filed for restoration of the night oilhouseman, which work was still being performed by a Laborer. This claim was settled by the General Storekeeper agreeing to reclassify the position of Laborer to that of night counterman at a rate of \$3.88 per day and to assign the pressing of grease to the Day Oilhouseman.

Subsequent to settlement of the above claim the General Storekeeper transferred the work to the Janitor with a rate of \$3.06 per day, which practice continues at this time.

POSITION OF EMPLOYEES: The employees quote the following rules in support of this claim:

Conference was held between the General Chairman and the General Manager on November 6, 1941, and on May 11, 1942, after which the General Chairman was advised that the Carrier considered that the operation of the grease press machines at Palestine devolved upon laborers, and not upon oil house men as claimed by him.

POSITION OF CARRIER: The facts connected with the operation of the grease press machines referred to in the case covered by this docket have been fully explained in the Carrier's Statement of Facts.

It is the contention of the Carrier that the work which is performed in connection with the operation of these machines being confined to common labor, it is not a violation of any rule in the Clerks' agreement to assign the work to a laborer or janitor, as the case might be; and your Honorable Board is respectfully petitioned to deny the claim.

OPINION OF BOARD: The question presented by this record is whether the work of pressing grease should be compensated at oil house man's rate. We think the record clearly establishes that there is no general practice or custom in the industry or on this carrier which classifies this work as the work of an oil house man. Claimants contend that by reason of certain negotiations with the carrier relating to the re-establishment of the position of oil house man, this work at Palestine should carry the rate of pay of oil house man. While the bulletin of January 25, 1938, did include the work of pressing greases as a part of the work to be performed by the advertised position, such bulletin does not establish that this work is exclusively that of an oil house man. The rules do not prevent a position carrying a certain rate from performing a lower rate's work, nor does the fact that a certain rated position has at times performed certain work establish that such work belongs to such position exclusively.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That no violation of the agreement is shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 8th day of March, 1943.