

Award No. 457

Docket No. 435

2-CRI&P-CRI&G-CM-'40

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

**THE CHICAGO, ROCK ISLAND AND PACIFIC
RAILWAY CO.**

CHICAGO, ROCK ISLAND AND GULF RAILWAY

DISPUTE: CLAIM OF EMPLOYES: That coupling and uncoupling hose, testing and inspecting air brakes at Estherville, Iowa, by trainmen and switchmen is a violation of Rule 31 of the current agreement and carmen should be paid a four (4) hour call on each occasion of such violation.

EMPLOYES' STATEMENT OF FACTS: On May 8, 1939, trainmen were required to couple and uncouple air hose, test and inspect air brakes on the make-up and departure of train No. 83, a freight train.

On June 18 and July 2, 1939, trainmen were required to uncouple air, steam and signal hose in cutting out coach on passenger train No. 19, and test and inspect air brakes before departure.

On July 26, 1939, trainmen coupled and uncoupled air hose, inspected and tested air brakes on train No. 434, on August 7, train No. 83 and again on August 8, train No. Extra 1952.

POSITION OF EMPLOYES: Rule 31, Assignment of Work, reads in part:

"None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed.* * *"

The intent and purpose of the above quoted rule was to provide that only those employees who were skilled in the performance of their classification of work and trade should perform work so designated and agreed as work of that class and craft by management and employees. Work of coupling and uncoupling hose requires of the car inspector knowledge of the A. A. R. rules which govern the requirements as to application and removal of hose when defective, gaskets, air angle cocks, etc., and it is when air pressure is on the train-line, better inspection is made. Car inspectors are also required to have knowledge of the I. C. C. rules governing terminal air brake tests and inspections and under those rules car inspectors and foreman of inspectors are held jointly responsible for the condition of the air brakes and air signal equipment on trains leaving their stations.

Car inspectors must be familiar with the I. C. C. rules on safety appliances and are likewise held responsible for trains and cars operating through their stations, and because it was so essential employees engaged in this class of work be so skilled and schooled in the performance of their duties, in order to provide the maximum efficiency and safety in operation

We submit that this work was not sufficient to justify a demand that we maintain a carman position if a check had been made, but, since a check has not been made, the demand is, in any event, premature.

It is particularly to be noted that by this letter-agreement of December 15, 1938, the right of the carmen's organization to require us to call a carman at a pay of four hours to do this occasional work is definitely negatived. We cannot be required to call a carman to do work which is expressly recognized by the carmen as work properly to be performed by trainmen, and Rule 31 cannot be said to be applicable to work which the carmen have expressly recognized to be trainmen's work when carmen are not on duty.

Claim should be declined.

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.

This dispute involves the coupling and uncoupling of air hose, testing and inspecting air brakes.

The record is incomplete in the instant case as to the extent of work performed by other than carmen in connection with coupling and uncoupling air hose.

AWARD

Coupling air hose and making the usual air tests, incidental to the duties of train service employes, is not a violation of the carmen's agreement. The coupling of air hose in connection with inspection and repairs to cars and air brake tests, incidental to inspection and repairs to cars, is carmen's work.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 17th day of May, 1940.