Award No. 1333
Docket No. 1248
2-U. Ter.-CM-'49

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Glenn Donaldson when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION No. 121, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L. (Carmen)

THE UNION TERMINAL COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That the servicing of inbound and outbound passenger trains as to connecting and disconnecting air, steam and signal hose has long been recognized as properly the work of and performed by carmen under the provisions of the current agreement.

2. That the carrier was not authorized under the current agreement to transfer the aforesaid work from carmen to carmen helpers on and subsequent to July 6, 1948, and that accordingly the carrier be ordered to properly restore said work to the carmen.

EMPLOYES' STATEMENT OF FACTS: The Union Terminal Company, of Dallas, Texas, has been in continuous operation since on or about 1916, handling passenger train equipment for the following proprietor railroads running in and out of this terminal:

"Texas and Pacific Railway Co.	Fort Worth Denver City Railway Co.
Texas and New Orleans Railroad Co.	St. Louis, San Francisco Pacific Ry. Co.
Gulf, Colorado and Santa Fe Railway Co.	Chicago, Rock Island & Pacific RR Co.
Missouri-Kansas-Texas Railroad Co. of Texas.	St. Louis Southwestern Ry. Co. Texas."

Carmen have been assigned exclusively to the work of coupling and uncoupling air, steam and signal hose on both inbound and outbound passenger trains for a period of over 30 years on this terminal. Under date of July 6, 1948, the management hired C. W. King, a former coach cleaner, and assigned him as a carman helper to couple and uncouple air, steam and signal hose, on both outbound and inbound passenger trains, working 7:00 A. M. to 3:00 P. M. shift, then under date of September 17, 1948, the management hired another coach cleaner, C. C. Cox, as a carman helper and assigned him to couple and uncouple air, steam and signal hose on passenger trains, working 7:00 P. M. to 3:00 A. M. shift; this being a split shift of other employes, his hours were changed to 3:00 P. M. to 11:00 P. M. shift, effective September 24, 1948.

In support of the above statement that carmen have been exclusively assigned and have performed the work of coupling and uncoupling air, steam

The facts, agreement rules and evidence in this case therefore do not support the claim and contentions of the petitioner but actually require denial thereof.

The Second Division in Award No. 32 held it is impracticable to confine the coupling and uncoupling of air hose to carmen at loading platforms, or on line of road and **in switching cars.**

The Second Division in Award No. 667 held it was not a violation of the agreement for carmen helpers to be assigned to accompany yard switching crews and couple and uncouple air hose in switching cars, which work had formerly been performed by carmen.

The Second Division in Award No. 833 held it was not a violation of the agreement for brakemen to couple and uncouple air, steam and signal hose in switching passenger trains where carman was on duty.

The carrier respectfully requests that the Board deny the claim.

Except as expressly admitted herein, the carrier denies each and every, all and singular, the allegations of petitioner's claim, original submission and any and all subsequent pleadings.

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 waived right of appearance at hearing thereon.

The work involved here is not expressly defined or classified in the scope rules of the current agreement between the parties. (Rules 42, 43.) Neither is a ready answer found in Rule 15 cited by claimants. The latter provides, in short, that none but mechanics regularly employed as such shall do mechanics' work. In connection with Rule 15 (a) the validity of the claims, here entertained, must depend of course upon the work actually being done by claimants.

It is well settled by the past awards of this Division that, in the absence of an agreement to the contrary, coupling and uncoupling of air, steam and signal hose is carmen's work when performed in connection with their regular duties of inspection and repairs. There is nothing in the record before us to reveal that this type of work is being done by the carmen helpers assigned to the two switch engines operating upon subject property.

Point is made that for years and until the assignment of the carmen helpers here involved on July 6, 1948, the work in question was done by carmen. Answer is made that, until the employment in question, no carmen helpers have been regularly assigned upon this property. Past practice can be given little weight under such circumstances. No other reasons exist to justify departure from Division precedents.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois this 9th day of August, 1949.

DISSENT TO AWARD NO. 1333

The undersigned dissent from the majority decision of the Second Division of the National Railroad Adjustment Board in Award No. 1333.

The case should have been decided on the facts presented rather than on the basis of alleged precedents. None of the so-called Division precedents involved similar facts or similar claims, nor were the claims presented under the agreement controlling in the instant case.

There is conclusive evidence in the record that carmen performed the work of uncoupling and coupling of air, steam, and signal hose between cars on inbound and outbound passenger trains at Dallas Union Passenger Station prior to March 1, 1938, the effective date of the current collective agreement. There is also conclusive evidence that the carrier recognized the work as being carmen's work under the agreement as carmen continued to perform said work until the carrier's arbitrary unilateral transfer of the work to carmen helpers beginning July 6, 1948.

The majority decision ignores the facts in the case and the controlling agreement, under which the instant work is recognized as belonging to carmen.

/s/ R. W. Blake
A. C. Bowen
T. E. Losey
Edward W. Wiesner
George Wright