

Award No. 1626

Docket No. 1504

2-IT-CM-'53

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 154, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Carmen)**

ILLINOIS TERMINAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES 1. That under the current agreement the carrier is improperly assigning other than carmen to couple air hoses in the Le Claire Yards, McKinley Junction Yards and the Coal Dock Yards.

2. That accordingly the carrier be ordered to discontinue the use of other than carmen to perform this work.

EMPLOYES' STATEMENT OF FACTS: The carrier works two shifts of car inspectors at the LeClaire Yards, Edwardsville, Illinois, first shift 6:00 A.M. to 2:00 P.M.; second shift, 9:00 P.M. to 5:00 A.M. At the Coal Dock Yards, Alton, Illinois, one shift is employed 8:00 A.M. to 4:00 P.M. At McKinley Junction Yards, Madison, Illinois, three shifts are employed, hours 7:00 A.M. to 3:00 P.M. 3:00 P.M. to 11:00 P.M. 11:00 P.M. to 7:00 A.M.

At LeClaire Yards at Edwardsville, the carrier assigns switchmen to couple air hoses when the car inspector is performing other duties.

At the Coal Dock Yards at Alton the carrier assigns switchmen to couple air hoses when the car inspector is not on duty or has been sent to other yards to work.

At McKinley Junction Yards, where car inspectors are on duty 24 hours a day, the carrier assigns switchmen and other employes to couple air hoses when the car inspector is performing other duties.

The agreement effective September 1, 1949 is controlling.

POSITION OF EMPLOYES: It is submitted that under the provisions of Rule 124, the classification of work of carmen, reading:—

“Carmen’s work shall consist of building, maintaining, dismantling (except all wood freight-train cars), painting, upholstering and inspecting all passenger and freight cars, both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask

2. There is no rule in the carmen's agreement that is violated when trainmen couple air hose in the performance of trainmen's duties.
3. The carrier has not granted exclusive recognition to the carmen's right to couple air hose at points where car inspectors are employed, or employed and on duty, by written agreement, oral agreement, or past practice.

It is therefore respectfully requested that the carmen's claim be:

1. Dismissed for lack of proper notice to the Brotherhood of Railroad Trainmen, or
2. Denied on the merits.

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.

The present dispute arises out of the fact that carrier is assigning employes other than carmen to couple and uncouple air hose at its LeClaire, McKinley Junction and Coal Dock Yards. Employes contend that this work belongs exclusively to carmen at these points and asks this Division to so hold.

The carmen's classification of Work Rule, Rule 124, current agreement, spells out much of the work reserved to carmen but makes no specific reference to coupling or uncoupling of air hose. The work is claimed by the employes under the last clause of Rule 124 providing: "And all other work generally recognized as carmen's work."

All three yards mentioned are within carrier's Diesel Division. Train service employes at Le Claire Yard work under the Railroad Trainmen's Contract, Illinois Traction Division, while those at McKinley Junction and Coal Dock Yards work under the Railroad Trainmen's Contract, Diesel Division. From January 1, 1930 to April 1, 1949, the Trainmen's Traction Division Agreement provided: "Trains made up by switch crews will have air hose coupled." The identical provision was contained in the Trainmen's Diesel Division agreement prior to February 1, 1949.

It will be noted that these rules did not specifically say what employes would couple the air hose. On February 1, 1949 and April 1, 1949, the Trainmen's Diesel and Traction Division contracts were amended to provide for the payment of an eight-hour arbitrary for coupling air hose at yards where carmen were employed and on duty, and one hour arbitrary at all other points including Le Claire Yard. On September 1, 1949, the carmen's agreement was amended and it included Rule 124 in the form to which we have heretofore alluded. While the rules of the trainmen's agreements cannot be interpreted here or used as a basis for determining the meaning of Rule 124 of the carmen's agreement, they do serve to show the overall picture at the points involved in this dispute.

We think it is clear that the general rule is that the coupling and uncoupling of air hose, in the absence of specific agreement, is the exclusive work of carmen (inspectors) when it is performed in connection with and incidental to their regular duties of inspection and repair. Awards 32, 457,

1333, 1370, 1372, 1554. It necessarily follows that the coupling or uncoupling of air hose, when it is not done in connection with or incidental to a carmen's regular duties of inspection and repair is not, in the absence of specific agreement, the exclusive work of carmen.

It is contended by the employes that certain letters between the carrier and the employes general chairman, together with certain assignments of carmen (inspectors) to perform the coupling and uncoupling of air hose, has the effect of an agreement giving the work exclusively to carmen. We shall deal briefly with these contentions as they apply to the points involved.

Employes contend that a letter from A. P. Titus, former president, to former Superintendent W. I. Conant, copy to employes general chairman, bearing date of September 14, 1945, authorizing the employment of two additional car inspectors and stating that "these men are to be assigned so they can take care of the coupling up of air, testing of air, and other carmen's work they are all able to do," has the effect of assigning such work exclusively to carmen. Such is not the case. Where work may properly be assigned to two or more crafts, an assignment to one does not have the effect of rewriting the agreement. The work is necessary to be performed by some employe or employes entitled to perform it and an assignment to one group does not make it exclusively theirs unless there be a plain intention manifested to do so. Such an intent is not here shown. In fact, such an intent is repeatedly disclaimed by Carrier's officers in the letters in the record.

The other letters cited by the employes must be similarly construed. Nowhere do we find evidence of any intent on the part of the carrier to give the work of coupling and uncoupling air hose exclusively to carmen. We adhere to the principle announced in a long line of awards by this Division that the coupling and uncoupling of air hose is the exclusive work of carmen only where it is incidental to the making of inspections and repairs, unless the rule is enlarged by special agreement. Good railroading, which necessarily includes an economical and expedient handling of cars, dictates that such must be the rule. It is work that is, under varied circumstances, incidental to more than one craft. Under controlling circumstances and in the absence of special agreement, each of such crafts may be required to do the work. If such methods of operation are deemed detrimental to the best interests of the employes, the remedy is by negotiation and not by a rewriting of the agreement under the guise of an interpretation. The position advanced by the employes is not tenable.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 12th day of January, 1953.