

Award No. 2253

Docket No. 2154

2-MP-CM-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Carmen)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly assigned Engine Foreman G. M. Garrett and crew on the 7:00 A. M. Hill job on June 15, 1954, to perform Carmen's work in Smith Yard, Little Rock, Arkansas, abolishing the job of Car Inspector Terry Younts.

2. That Car Inspector Terry Younts be additionally compensated for the 8-hours at pro rata rate for June 15, 1954, and as long as the violation continues and the work performed by other than Carmen.

EMPLOYEES' STATEMENT OF FACTS: Prior to June 15, 1954, carmen coupled all air brake hose in Greater Little Rock Terminal. Effective June 15, 1954 said work in Smith Yard was assigned to other than carmen.

Effective June 15, 1954, Car Inspector Terry Younts was instructed to leave his assigned duties in Smith Yard and go to work in Locust Street Yard.

The dispute was handled with carrier officials designated to handle such affairs who all declined to adjust the matter.

The agreement effective September 1, 1949 is controlling.

POSITION OF EMPLOYEES: Special Rule 117 of the controlling agreement captioned "Carmen Classification of Work", includes joint car inspectors, car inspectors safety appliance and train car repairs, and provides that "Carmen's work . . . shall consist of . . . maintaining . . . and inspecting of all passenger and freight cars . . ."

On June 15, 1954, the carrier instructed Claimant Terry Younts, car inspector, to leave his assigned duties at Smith Yard and assigned his duties of coupling air on cars to train yard switchmen in violation of Rule 117.

Beginning June 18, 1954, various engine foremen and helpers (yard crews) began filing claims for a yard day in behalf of each member of the ground crew, for each tour of duty during which any member of the yard crew was required to couple air hose on cuts of cars handled during their tour of duty. This claim was based upon the allegation that carmen were available in the terminal to perform the coupling function.

The foregoing dispute involving the yardmen was, by agreement, submitted for determination to Special Board of Adjustment No. 61. In Award No. 92, claims in behalf of Engine Foreman G. M. Garrett and crew, as well as other crews, were denied. Because those claims arose out of the same events as the instant claim, there are submitted herewith Awards No. 92 and 87 of Special Board of Adjustment No. 61.

For the reasons stated above, supported by the awards of the Second and First Divisions, arbitration award and court decision cited, there is no basis in rule or practice for this claim and it should be denied.

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.

Claimant was assigned as a car inspector at Smith Yard, Little Rock, Arkansas, prior to June 15, 1954. Due to a transfer of all inspecting and repair work from Smith Yard to the Locust Street Yard, claimant was transferred to the latter point and the coupling of air brake hose was assigned to train yard switchmen. Claimant contends that the coupling of air hose belongs exclusively to carmen and demands that he be compensated for being deprived of the work.

The record shows that claimant was the only car inspector assigned to Smith Yard immediately prior to June 15, 1954. Due to a transfer of work to the Locust Street Yard, claimant was transferred to that point. No car inspecting or car repairing was thereafter performed at Smith Yard. This Board has held many times that coupling and uncoupling of air hose may be performed by more than one craft. It is the exclusive work of carmen, in the absence of specific agreement, when it is performed in connection with and incidental to their regular duties of inspection and repair. Awards 32, 457, 1333, 1370, 1372, 1554, 1626, 1766. Where the work is done in connection with switching operations, the carrier may properly assign the work to switchmen. Award 1554. It is contended that as car inspectors have performed the work of coupling and uncoupling hose at this point for more than thirty (30) years, it is the exclusive work of carmen. We point out that car inspectors have performed the work for a great many years in connection with the inspection and repair of cars. When the inspection and repair work disappeared, the carrier could properly assign the work to others who perform it incidental to their regularly assigned duties. The car inspectors have no exclusive right to perform the work, under the circumstances shown, after the inspection and repair work disappeared. The position advanced by the carrier is the correct one.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September, 1956.