Award No. 4471
Docket No. 4011
2-NYC&StL-CM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Charles W. Anrod when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 57, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L.—C. I. O. (Carmen)

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier violated the current agreement when, during the months of February, March and April 1958, they abolished 28 Carmen Helpers' positions and subsequently assigned the work, which they had performed for the past 25 years or more, to Carmen Mechanics.

2. That accordingly the Carrier be ordered to:

   a. Restore this work to Carmen Helpers.

   b. Recall Carmen Helpers to perform this work.

   c. Compensate the following Carmen Helpers for all time lost subsequent to December 3, 1959, as a result of said violation:

James P. O'Hearn
Oliver G. Hambruch
Edwin Gibalski
Thomas C. Lynch
James E. Schmelzer
Nicholas Norcia
Joseph E. Kensey
Julian P. Placek
Joseph E. Sabadasz
Chauncy J. Franklin
Andrew M. Meslinsky
Boris Rudow
Arthur Szalejowski
Edward Satlawa
Edward E. Sawicki

EMPLOYES' STATEMENT OF FACTS: During the months of February, March and April 1958, the carrier abolished all of the positions in the train yards at Buffalo held by carmen helpers causing Carmen Helpers, James

by actual inspection to contain less than one inch of oil. At the same time the Carrier abolished the carmen helper positions that had been occupied by the claimant oilers and since that time all oiling work at Tucson has been performed by car inspectors (carmen). The Carrier contends that insufficient oiling work remains to justify the assignment of even one oiler to each trick. The Organization denies that this is so, and offers employe statements in support of this denial.

If it be assumed for the purposes of this case that there is still sufficient oiling work at Tucson to justify the retention of one or more oilers, the question arises as to whether the assignment of such work to carmen and the resulting abolishment of carman helper positions resulted in an agreement violation. We do not think that it did. The subject work is part of the overall activity of inspecting and maintaining cars, which activity is included in the carmen's classification of work rule of the agreement (Rule 104). The fact that carman helpers may be used to perform oiling does not act as a bar to the assignment of this work to carmen. Rule 106 defines carmen helpers in terms of the types of work to which they are assigned, but it does not establish exclusive jurisdiction over work in relation to that which carmen may be used to perform.

No agreement violation appears in this case. A denial award is indicated."

This same principle was upheld by this board in awards 3263, 3495, 3507, and 3508.

The carrier has conclusively shown that the claim is without support in rule or practice and under principles long recognized by this board. 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.

Parties to said dispute waived right of appearance at hearing thereon.

The fifteen claimants in this case were employed as carmen helpers at the Carrier's Buffalo (New York) train yards. Their work substantially consisted of lubricating and servicing journal boxes. In the beginning of 1958, the positions held by them were abolished and they were furloughed. The lubricating and servicing of journal boxes previously performed by them was then assigned to carmen.

The claimants filed the instant grievance in which they contended that the Carrier violated the applicable labor agreement when it abolished their positions and subsequently assigned the work performed by them to carmen. They requested that the Carrier be ordered to: (a) restore said work to carmen helpers, (b) recall carmen helpers to perform said work, and (c) compensate them for all time lost. The Carrier denied the grievance.

In support of their claim, the claimants primarily rely on Rule 123 of the labor agreement which reads, as far as relevant, as follows:

> "Carmen helpers' work shall consist of any work he is instructed to perform under the direction of the mechanics * * * he is working with * * * car oilers and packers * * *"

On the other hand, the Carrier defends its action here complained of on the basis of Rule 118 of the labor agreement which provides, in pertinent part, that "carmen's work shall consist of * * * maintaining, * * * and inspecting all passenger and freight cars, both wood and steel * * *"

1. The law of labor relations is well established that the rights and obligations of the parties to a labor agreement must be ascertained by reading the agreement in its entirety, rather than from isolated parts or fragments. Single sentences or sections cannot be isolated from the context in which they appear and be construed independently with disregard for the apparent intent and understanding of the parties as evidenced by the entire agreement. The meaning of each section or sentence must be determined by reading all relevant sections and sentences together and coordinating them in order to accomplish their evident aim and intent. See Awards 4130, 4190, 4192, 4335, 4337, and 4362 of the Second Division.

Applying the above principle to this case, we have reached the following conclusions:

Rule 118 of the labor agreement reserves to carmen the work of maintaining and inspecting all passenger and freight cars which includes lubricating and servicing journal boxes. We have repeatedly held that a journeyman is the master of his craft and may legitimately be assigned to perform all the work thereof. See Awards 2959 and 4257 of the Second Division. Accordingly, the Carrier was entitled to assign the work here in dispute to carmen. However, the claimants contend that such work exclusively belongs to carmen helpers under Rule 123. The flaw in their contention is that they read said Rule in isolation. The Rule can properly be understood only if it is interpreted in the context in which it appears, and specifically in connection with Rule 118. Rule 118 deals with the job content of carmen and Rule 123 with that of carmen helpers. A helper is what the name implies: a helper, and not a journeyman. See Award 1380 of the Second Division. It follows that the enumeration of carmen helpers' work in Rule 123 does not confer exclusive jurisdiction upon them to perform such work to the exclusion of carmen but is merely descriptive of the work which they may be instructed to perform "under the direction of the mechanics" (carmen). In other words, Rule 118 and Rule 123 are not mutually exclusive, as asserted by the claimants. On the contrary, the latter rule is subsidiary to the former. Consequently, Rule 123 does not bar the Carrier from assigning work enumerated therein to carmen, even though such work may, at some time or other, have been performed by carmen helpers. See Awards 3261, 3262, 3263, 3508, 3509, 3511, 3643, 3644, and 3934 of the Second Division.

In summary, we are of the opinion that the Carrier did not violate Rule 123 when it assigned the lubricating and servicing of journal boxes under consideration to carmen.

2. The claimants also argue that the Carrier violated their seniority rights as provided in Rule 28 of the labor agreement. This rule prescribes, as far as

relevant, that "seniority of employes in each craft covered by this agreement shall be confined to the point employed in the Maintenance of Equipment Department." The facts underlying the grievance at hand do not disclose any violation of said rule by the Carrier. As pointed out hereinbefore, the Carrier was entitled to assign the work in question to carmen. The exercise of that right in no way violated or adversely affected the claimants' seniority rights. See Award 4257 of the Second Division.

3. The claimants rely, further, on Rule 29 (Assignment of Work) of the labor agreement. This rule provides, in essence, that only mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft. In the instant case, the Carrier assigned work belonging to the carmen's craft under special Rule 118 to carmen. Hence, we fail to see any violation of Rule 29.

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 February, 1964.

DISSENT OF LABOR MEMBERS TO AWARD 4471

The majority admits that the claimants' work consisted of lubricating and servicing journal boxes and that when their positions were abolished and they were furloughed the lubricating and servicing of journal boxes previously performed by them was then assigned to carmen. Rule 146 of the governing agreement between the parties to the present dispute states "This agreement shall continue in effect unless and until amended or modified in accordance with the provisions of the Railway Labor Act, as amended"; thus, the instant unilateral change was prohibited and the majority was in error in not sustaining the claim of the employes.

C. E. Bagwell
T. E. Losey
E. J. McDermott
R. E. Stenzinger
James B. Zink