

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

Parties to Dispute: { International Brotherhood of Firemen & Oilers  
{ Southern Railway Company

Dispute: Claim of Employees:

1. That under the current and controlling agreement, other than service attendants are improperly used to perform work of servicing diesel locomotives at Southern Railway System, Central of Georgia Railway Company, Columbus, Georgia.
2. That accordingly, the Carrier be ordered to compensate service attendants first out on the service attendant overtime board in the amount of eight (8) hours at time and one-half rate of pay for each day identified: September 25, 28, 29 and 30, 1979; October 1, 5, 6, 7, 8, 9, 12, 13, 14, 16, 22, 23, 26, 27, 28 and 30, 1979; November 2, 3, and 4, 1979.

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 employees 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 were given due notice of hearing thereon.

On September 25, 1979, S. Rainey, a Hostler covered by the United Transportation Union contract, claimed a position of Hostler at Carrier's Columbus, Georgia, facility. The position had been vacant since April 4, 1979. Between April 4 and September 25, the work of sanding, fueling, and servicing the diesel locomotives formerly performed by a Hostler had been assigned by Carrier to the five claimants, W. Washington, B. R. Holland, R. C. Wood, Jr., D. Smith and C. R. Ellis.

The Organization contends that allowing the sanding, fueling, and servicing of locomotives to be done by Hostlers covered under the U.T.U. Agreement is a violation of a Memorandum of Agreement signed by Carrier representatives and the General Chairmen of the U.T.U. and the I.B.F.O., as well as a violation of a Firemen and Oilers' special rule--Classification of Work, Rule 150. It also alleges that Carrier, by letter dated December 27, 1978, indicated to the General Chairmen that when U.T.U. employes vacated the Hostlers' job in Columbus, the work in question would be given to the I.B.F.O. These Agreements read in pertinent part as follows:

"MEMORANDUM OF AGREEMENT

between the

CENTRAL OF GEORGIA RAILROAD COMPANY

and its employees represented by

UNITED TRANSPORTATION UNION

and

INTERNATIONAL BROTHERHOOD OF  
FIREMEN AND OILERS

Notwithstanding the provisions of the Memorandum of Agreement of May 9, 1949 (Appendix J of the Agreement of January 1, 1954) and the National Agreement of July 12, 1972 governing Manning, it is agreed that effective anytime following the date of this Agreement, hostler and hostler helper positions which by agreement are required to be filled by firemen may be vacated under the following conditions:

- (1) Any fireman assigned to a hostler or hostler helper position may exercise his seniority to a vacancy of fireman in yard or road service, seniority and other rules permitting.
- (2) A fireman may elect to take a permanent or temporary hostler vacancy. Those who take permanent vacancy must remain thereon for 30 working days and give a five-day written notice thereafter of his intention to vacate it.
- (3) The Company is not required to fill permanent or temporary hostler or hostler helper vacancies.
- (4) When hostlers and helpers vacate their assignments as outlined in paragraph (1), there will be no claims from firemen as a result of the work described in the Agreement of May 9, 1949 (Appendix J of the current agreement) being assigned to and done by other crafts.

This Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed this 12th day of September, 1978.

A. B. Healan, General Chairman  
United Transportation Union (E)

W. L. Benton, General Chairman  
International Brotherhood of Firemen  
and Oilers"

Mr. R. E. Loomis,  
Assistant Vice President,  
Labor Relations  
Central of Georgia Railroad  
Company

"December 27, 1978

Mr. W. L. Benton, General Chairman  
International Brotherhood of  
Firemen & Oilers  
3004 Preston Street, Room 205  
Louisville, KY 40217

Dear Mr. Benton:

This confirms our understanding that in making reference in section (4) of the September 12, 1978 Agreement between Carrier and its employees represented by United Transportation Union (E) and International Brotherhood of Firemen and Oilers to the work referred to 'being assigned to and done by other crafts', it was our intent that such work be assigned to and performed by employees represented by your Organization at points on Carrier where employees of the Firemen and Oilers class are employed. The work will be assigned accordingly.

If the above correctly reflects our understanding, please so signify by signing this letter in the space provided below.

Very truly yours,

Assistant Vice President,  
Labor Relations

Agreed:

General Chairman  
International Brotherhood of  
Firemen & Oilers"

Effective June 13, 1979, Rule 150 "Firemen and Oilers Special Rule" identified as Classification of Positions of the March 1, 1975 Agreement is amended and superseded by the following:

"FIREMEN AND OILERS  
SPECIAL RULES

CLASSIFICATION OF WORK

RULE 150. This rule recognizes that at points where positions in these job classifications presently exist, the work set forth herein will be assigned to firemen and oilers and will serve as a guide in determining the class in which positions are placed for pay purposes.

(b) Service Attendant

Duties of employees in this classification are identified generally as follows:

- (1) Fuel, sand, water, clean, wash, wipe locomotives; clean and supply locomotive cabs with tools, lanterns, knuckles, chains, fusees, torpedoes, etc., and keep records of such supplies; attend fueling station; unload sand cars; operate sand drying machines, conveying or blowing equipment to load sand in towers; help crane operators by affixing and removing grapling equipment, signaling for raising, moving, and lowering of load.
- (2) Any other assignments, not elsewhere listed, whose job factors considered jointly are similar to the assignments listed above.

Note 3: At facilities of the Carrier whereon the effective date of this Rule, the work set forth herein has been performed by other than Firemen and Oilers under agreements with other Labor Organizations or by past practice, the Carrier is not obligated to assign said work to the Firemen and Oilers."

Carrier argues that Paragraph 2 of the September 12, 1978, Agreement allows Firemen to bid on a Hostler vacancy and that the May 9, 1949 Agreement, which it sought to eliminate, was not eliminated and is still in force. That Agreement reads as follows:

"MEMORANDUM OF AGREEMENT

Between the

CENTRAL OF GEORGIA RAILWAY  
COMPANY

THE BROTHERHOOD OF LOCOMOTIVE  
FIREMEN AND ENGINEMEN

and the

INTERNATIONAL BROTHERHOOD OF  
FIREMEN AND OILERS

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The work of fueling, sanding and watering Diesel locomotives is the work of inside hostler helpers at points where inside hostlers are employed and on shifts they are employed on now, and within the shop area, designated as inside work.

At points where outside hostlers and helpers are employed the above work will be performed by them. This will not prevent outside hostlers and helpers from performing the above work when customary to do so, within the inside territory on shifts where both are employed.

Central of Georgia Railway  
Company

/s/ S. L. Peek  
Assistant to Vice President and  
General Manager and Director  
of Personnel

Brotherhood of Locomotive Firemen  
and Enginemen

/s/ Carl Flowers  
General Chairman

International Brotherhood of  
Firemen and Oilers

/s/ J. H. Desotell  
General Chairman

Savannah, Ga., May 9, 1949"

In June 1978, Carrier served a Section 6 notice with the intention of cancelling the May 9, 1949 Agreement and any other rules or practices calling for the use of Hostlers and Hostler Helpers to fuel, sand, and water service or move diesel locomotives at a locomotive service facility. Carrier was not successful in eliminating the May 9, 1949 Agreement, but was able to obtain an Agreement (the September 12, 1978 Agreement) wherein some conditions were established for allowing Firemen assigned as Hostlers to bid yard or road jobs. Vacated Hostlers' duties would be assigned to Firemen and Oilers, with no claims filed by the U.T.U.

The Hostler's job claimed by S. Rainey was vacated by a Hostler under Paragraph (a) of the September 12, 1978 Agreement on April 4, 1979. It remained open until claimed by Rainey on September 15, 1979. Rainey was bumped off the Extra Engineers' list and, as a result, claimed the Hostler vacancy in question here.

The issue quite simply is can a Fireman, once he has vacated a Hostler's or a Hostler Helper's job bid back on a vacant Hostler's position and do sanding, fueling, and servicing of locomotives once that work has been turned over by Carrier to the Firemen and Oilers? The Firemen and Oilers claim that the letter of December 27, 1978 from R. E. Loomis, Carrier V. P., to W. L. Benton, General Chairman, clearly states that when Firemen vacate Hostler's work, it will be turned over to employees of the Firemen and Oilers' class. The Organization also claims that once work has been turned over, it becomes protected by Rule 150 and cannot be returned to other crafts. The Organization does not, however, claim that an employee covered by the U.T.U. Contract cannot work as a Hostler and move engines. It does assert that once the sanding, fueling, and servicing of engines is turned over to it, that work cannot revert to others.

This Board is not persuaded by the Organization's arguments, even though it is fully aware of the basis on which the Organization rests its claim and the seriousness of jurisdictional disputes to all Organizations. The Agreement language pertinent to this claim does not support its position. In fact, it very clearly supports a contrary position.

Paragraph 2 of the September 12, 1978 Agreement makes specific reference to a Fireman electing to claim a Hostler's vacancy. Rainey exercised his rights under this clause. The May 9, 1949 Agreement gives Hostlers the right to fuel, sand, and water diesels. Note 3 of Rule 150 holds Carrier harmless from assigning the work in question here to Firemen and Oilers if at the facility in question rule or practice ever allowed otherwise.

The criteria this Board must use when deciding a contract language dispute are well established. If the language of an agreement is clear and unambiguous it must be applied as written. We so do in this case.

There is language in the pertinent Agreements that allow Firemen to claim vacant Hostlers' jobs. There is no language that states that once the Hostler's position has been vacated by a Fireman, the duties of sanding, fueling, and servicing permanently flow to the Firemen and Oilers' class. The specific, clear language is controlling.

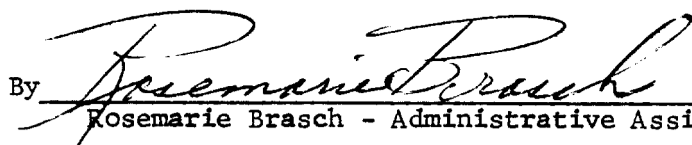
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 16th day of June, 1982.