

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY**

DISPUTE: CLAIM OF EMPLOYEES.—That the brassing of cars set out of trains at way stations by employes other than carmen is a violation of Rules 31, 92, 93, 94, and 101 of the current wage agreement and should be discontinued.

POSITION OF EMPLOYEES.—That the right to perform this work is conceded to the carmen in accordance with the agreement signed by the operating officials of the C. R. I. & P. and C. R. I. & G. Railway, effective October 1, 1935. Rule 92 defines the qualifications of a carman, recognizes the need of training and skill in performing work in the classification of a carman and defines what a carman is under the agreement.

That it is essential for safety and economy of operation to have this class of work performed by men skilled and experienced in this line of work who are capable of detecting flaws and imperfections in the journal.

POSITION OF CARRIER.—On October 7, 1935, a brass, jack, and bucket of packing were sent from Shawnee, Oklahoma, to Calvin, Oklahoma. This brass was applied to Penn. car No. 289743 which had been set out at Calvin by a westbound freight train. In line with practice in effect for many years, this brass was applied by section men.

The practice of using section men or other employes for the purpose of applying brasses or doing other small necessary work on equipment between terminals has been in effect for many years. This practice was established under contracts then in effect with the carrier's shop employes, and has been continued, without dispute, through subsequent schedule negotiations and revisions, the last revision being concluded with the Railway Employees' Department, A. F. of L., effective October 1, 1935.

While negotiating the October 1, 1935, agreement, the question of section men or others brassing cars on the road was discussed and it was understood by those conducting the negotiations that the past practice in this respect would be continued. It was agreed that certain work, when performed away from shops, required the use of carmen and helpers, and this provision was incorporated in the new agreement as Rule 101, reading as follows:

"RULE 101

"WORK AWAY FROM SHOPS

"When necessary to repair cars on road or away from the shops, carman, and helper when necessary, will be sent out to perform such work as putting in couplers, draft rods, draft timbers, arch bars, truss rods, and wheels, and work of similar character."

This rule was proposed by the employes and, in addition to the work specifically mentioned therein, their original proposal also provided for,

"Placing center pins, centering cars,"

but such reference was eliminated during negotiations and the rule as quoted above finally adopted. Discussion at that time quite clearly developed into an understanding that applying brasses, placing center pins and centering cars would not be considered "work of similar character" as contained in Rule 101, as this was recognized as necessary emergency work to enable movement of equipment to terminal or other point where it could be given proper attention by car forces.

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 particular rule involved in this dispute is Rule 101, "Work Away from Shops," reading:

"When necessary to repair cars on road or away from the shops, carman, and helper when necessary, will be sent out to perform such work as putting in couplers, draft rods, draft timbers, arch bars, truss rods, and wheels, and work of similar character."

Evidence was submitted at the hearing to the effect that during the negotiation of this agreement the question of brassing cars in transit was discussed, but there is no evidence to indicate the outcome of this discussion.

It developed at the hearing that in certain emergency cases along line of road other than carmen were being used for brassing cars.

The dispute arose by reason of using other than carmen to rebrass Penna. car 289743 at Calvin, Oklahoma, October 7, 1935, and was an emergency case.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 21st day of May, 1936.