

Award No. 667

Docket No. 643

2-T&P-CM-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 121, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

THE TEXAS AND PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES: That coupling of air hose on freight cars within yard limits at Shreveport, Louisiana, is carmen's work, and that C. B. Watson, a furloughed carman, be compensated for all time that helpers are assigned to this work.

EMPLOYES' STATEMENT OF FACTS: Hollywood yards are located outside the city limits of Shreveport, but are within the yard limits of Shreveport. At Hollywood, the company maintains a car repair yard, a roundhouse, and freight train classification yard. Car inspectors and car repairers are employed at Hollywood.

A switch engine and switching crew are dispatched daily from Hollywood into and beyond the city of Shreveport for the purpose of switching at various yards, junction and connecting lines with other railroads, freight loading stations, and various industrial plants. It is the duty of this crew to pick up loaded cars of freight, as well as empty cars, both for their own and connecting lines.

This pickup service includes the making up of a train of cars commonly called a "drag" which is pulled to Hollywood freight classification yards and then divided and switched into various outgoing freight trains.

In leaving Hollywood yard for this service the switch engine and crew travel over about three miles of main line trackage that is used by main line passenger trains to a junction. From the junction they then travel over four miles of single track that is used by main line freight trains.

Due to carmen being employed at both Hollywood yard and at Shreveport, switching crews are not required by their agreement to couple air hose. They are required however to not move over main line and the many downtown crossings of streets, crossovers and junctions without "all air hose being coupled and cut in on entire cut and air running through entire train. Any air defects found must be bad ordered and cars be taken out of cuts."

Up to August 1, 1940, car inspectors at Hollywood yards were assigned to ride along with switch crew from Hollywood yard and return to couple air hose and cut in air line in this service.

Pacific-Missouri Pacific terminal, denying his claim, which we suppose was accepted by General Chairman Nichols as nothing to the contrary has been heard from him during the past year.

It will be noted in the 5th paragraph of that letter we state:

“Would refer you to Labor Board Decision 3222, which was rendered March 26, 1925, an occurrence beginning March 17, 1922, and by referring to the statement of facts you will observe that air hose couplers were employed, and had been for many years prior to that time, March 17, 1922, and they were not Carmen.” (Emphasis Ours.)

Would also call the Board's attention to Assistant Vice President James' letter to Mr. Crumpton of December 28, 1940, a copy of which is submitted as Exhibit B, wherein it is stated in the fourth paragraph:

“Former General Chairman Nichols does not in his letter, nor did you in conference, cite any rule on which such claim or complaint is based and there is no rule that would support same.”

The claim not being based on a rule, your Board should dismiss or deny same as did the First Division of this Board in cases under similar circumstances covered by its Awards 2843, 2845 and 3944.

In conclusion, would call attention to your Board's Award 32, wherein your Board ruled:

“Coupling and uncoupling air hose is recognized as Carmen's work when performed in connection with their regular duties of inspection and repairs. However, it is impracticable to confine this work to carmen at loading platforms, or on line of road and in switching cars.” (Emphasis Ours.)

The controversy in this case is coupling of air hose at loading platforms and in switching cars, and it is not claimed otherwise; therefore, your Board's Award 32 would specifically deny the case now at issue.

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.

Under the circumstances disclosed in the record of this proceeding the coupling of air hose by carmen helpers does not constitute a violation of the agreement.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 4th day of December, 1941.